

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

STATUTORY MEMBERS OF THE UNION OF

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

FOR THE PERIOD OF

SEPTEMBER 1, 2022

TO

AUGUST 31, 2026

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are central and local terms. For clarity there shall be one single collective agreement for Teachers and one single collective agreement for Occasional Teachers.

C1.2 Implementation

Part “A” may include provisions respecting the implementation of central terms by the School Board and, where applicable, the bargaining agent. Any such provision shall be binding on the School Board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The Parties to the collective agreement are the School Board and the employee bargaining agent.
- b) Central collective bargaining shall be conducted by the central Employer and employee bargaining agencies representing the local Parties.

C1.4 Single Collective Agreement

Central terms and local terms shall together constitute a single collective agreement.

C2.00 DEFINITIONS

C2.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C2.2 The “Central Parties” shall be defined as the Employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the employee bargaining agent, the Elementary Teachers’ Federation of Ontario (ETFO) (each being a “Central Party”).

C2.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Continuing Education Teachers, Long Term Occasional Teachers and Daily Occasional Teachers, unless otherwise specified.

C2.4 “Employee” shall be defined as per the *Employment Standards Act*.

C2.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C3.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C3.1 Single Collective Agreement

The central and local terms of this collective agreement shall constitute a single collective agreement for all purposes.

C3.2 Term of Agreement

In accordance with Section 41(1) of the *School Boards Collective Bargaining Act, 2014*, as amended, the term of this collective agreement, including central terms and local terms, shall be for a period of four (4) years from September 1, 2022 to August 31, 2026 inclusive.

C3.3 Where Term Less Than Agreement Term

Where a provision of this collective agreement so provides, the provision shall be in effect for a term less than the term of the collective agreement.

C3.4 Term of Letters of Understanding

All central letters of understanding appended to this agreement, or entered into after the execution of this agreement shall, unless otherwise stated therein, form part of the collective agreement, run concurrently with it, and have the same termination date as the agreement.

C3.5 Amendment of Terms

In accordance with Section 42 of the *School Boards Collective Bargaining Act, 2014*, as amended, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the Central Parties and agreement of the Crown.

C3.6 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act, 2014*, as amended notice to bargain centrally shall be in accordance with Sections 31 and 28 of that Act, and with Section 59 of the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the Parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C4.00 CENTRAL GRIEVANCE PROCESS

The following process applies exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act, 2014*, as

amended, central matters may also be grieved locally, in which case local grievance processes will apply.

C4.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Local Parties” shall be defined as the Board or the local ETFO bargaining unit party to a collective agreement.
- c) For the purpose of the Central Grievance Process only “days” shall mean school days.

C4.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the Central Parties and two (2) representatives from the Crown.
- b) The Committee shall meet within five (5) working days at the request of one of the Central Parties.
- c) The Central Parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions.
 - iii. To mutually settle a grievance in accordance with d)i. below.
 - iv. To withdraw a grievance.
 - v. To mutually agree to refer a grievance to the local grievance procedure.
 - vi. To mutually agree to voluntary mediation.
 - vii. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any settlement by OPSBA.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local Parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the Central Parties shall be responsible for their own costs for the central dispute resolution process.

C4.3 The grievance shall specify:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.

- d) The remedy requested.
- e) A grievance under this provision is not invalidated as a result of a technical deficiency under C4.3 a) b) c) or d), above.

C4.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter shall be brought to the attention of the other local party.
- b) A central party shall refer the grievance to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than forty (40) days after becoming aware of the dispute.
- c) The Committee shall complete its review within ten (10) days of the grievance being filed.
- d) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further ten (10) days, refer the grievance to arbitration.
- e) All timelines may be extended by mutual consent of the Central Parties.

C4.5 Mediation

- a) The Central Parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the Central Parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the Central Parties.
- c) Timelines shall be suspended for the period of mediation.

C4.6 Arbitration

- a) Arbitration shall be by a single arbitrator.
- b) The Central Parties shall select a mutually agreed upon arbitrator.
- c) Where the Central Parties are unable to agree upon an arbitrator within thirty (30) days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- d) The Central Parties may refer multiple grievances to a single arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the Central Parties.

C5.00 BENEFITS

The Parties have agreed to participate in the Elementary Teachers' Federation of Ontario Employee Life and Health Trust established October 6, 2016 ("ETFO ELHT"). The date on which School Boards and the bargaining units commenced participation in the ETFO ELHT shall be referred to herein as the "Participation Date".

C5.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the ETFO ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C5.2 Eligibility and Coverage

- a) The ETFO ELHT will maintain eligibility for ETFO represented employees who currently have benefits and any newly hired eligible employee covered by the local terms of the collective agreement (“ETFO represented employees”).
- b) With the consent of the Central Parties, the ETFO ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups, in accordance with an agreement between the trustees and the applicable board. An eligible Employer is one with employees in the publicly funded elementary and secondary education sector in Ontario.
- c) Retirees who were previously represented by ETFO, and who were, and still are, members of a board benefit plan as at the Participation Date are eligible to receive benefits through the ETFO ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.
- e) Eligibility is limited to long-term occasional and permanent Teachers.

C5.3 Funding

- a) All funding in section c) shall be subject to the following conditions:
 - i. No net plan or administrative enhancements shall be made to the ETFO Benefits Plan over the term of the collective agreement. The ETFO ELHT trustees shall provide the sponsoring parties information and the cost of all plan changes and administrative changes at the ELHT’s expense, within 30 days after their decision to make the change.
 - ii. Should net plan or administrative enhancements be made, funding outlined in section c) shall be reversed for that year beginning in the month that the enhancement was effective and frozen at that level for the remainder of the collective agreement.
 - iii. Should these net plan or administrative enhancements be reversed, funding shall be reinstated at the levels outlined in section c) beginning in the month that the plan enhancement was reversed.
- b) Effective September 1, 2022, the funding rate shall be set to \$6,174 per FTE.
- c) The funding rate shall be increased for inflation as follows on the following dates:

- i. September 1, 2022: 1% (\$6,235.74)
- ii. September 1, 2023: 1% (\$6,298.10)
- iii. September 1, 2024: 1% (\$6,361.08)
- iv. September 1, 2025: 1% (\$6,424.69)
- v. August 31, 2026: 4% (\$6,681.68)

C5.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- b) Monthly amounts paid by the boards to the ETFO ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the ETFO ELHT in a lump sum upon collection from the ETFO ELHT administrator, but no later than 240 days after the School Boards' submission of final October FTE and March FTE counts.
- c) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the ETFO ELHT, the dispute shall be resolved between the board and the local union represented by ETFO.
- d) For the purposes of section 7.3(b) of the ETFO ELHT Agreement and Declaration of Trust, the parties agree that the Trustees shall use the following calculation to determine the amount that ETFO will reimburse the school board for benefits contributions made by a school board to the ETFO ELHT during a period of strike or lock-out resulting in ETFO teachers withdrawing their full services:
 - i. the per FTE funding in effect during the period of strike or lockout multiplied by the estimated average ETFO FTE reported by the school board in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st for the school year impacted by the strike or lock-out;
 - ii. Divide i) by 194 days;
 - iii. Multiply ii) by the number of strike or lockout days for ETFO teachers at the school board.

C5.5 Benefits Committee

A benefits committee comprised of equal representation from ETFO, OPSBA, the Crown, and ETFO ELHT shall convene upon request to address all matters that may arise in the operation of the ETFO ELHT.

C5.6 Privacy

The Parties agree to inform the ETFO ELHT administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The

ETFO ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C5.7 Benefits not provided by the ETFO ELHT

- a) Any further cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.
- b) Where employee life, health and dental benefits coverage was previously provided by the boards for daily Occasional Teachers as term of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

C5.8 Payment in Lieu of Benefits

- a) All employees not transferred to the ETFO ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive a payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the ETFO ELHT are not eligible for pay in lieu of benefits.

C5.9 Long Term Disability (Employee-Paid Plans)

- a) All permanent Teachers, including Teachers who are on an approved leave of absence, are eligible and shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD Plan.
- b) The board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented

C6.00 SICK LEAVE

C6.1 Sick Leave/Short Term Leave and Disability Plan

a) **Sick Leave Benefit Plan**

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs d)i-vi below, permanent full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in d)i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or date of return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs b) and c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- iv. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. In the event that the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided. Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation, but will instead be deducted from the new allocation once provided.
- v. A partial sick leave day or short-term disability day will be deducted for an absence of a partial day.
- vi. Where a permanent Teacher is not receiving benefits from another source and is working less than their full FTE in the course of a graduated return to work as the Teacher recovers from an illness or injury, the Teacher may use any unused

sick/short-term disability allocation remaining, if any, for the Teacher's FTE that the Teacher is unable to work due to illness or injury.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from ninety percent (90%) to one hundred percent (100%) requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to one hundred percent (100%).

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Long-Term Occasional Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a Long-Term Occasional assignment:

- i. Teachers in a Long-Term Occasional assignment of a full school year will be allocated eleven (11) days of sick leave at 100% of regular salary and one hundred and twenty (120) short-term disability days at the start of the assignment. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.
- ii. Teachers in Long Term Occasional assignment of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their Long Term Occasional assignment compared to one hundred and ninety-four (194) days in accordance with the allocation in (i) above.
- iii. Where the length of the Long-Term Occasional assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the assignment or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iv. A Long-Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Parties acknowledge that the board may require medical confirmation of illness or injury to substantiate access to sick leave or STLDP where there is a reasonable

basis for concern, notwithstanding any other provision of the collective agreement. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLDP.

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis).
- iii. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- iv. The Employer shall be responsible for any costs related to independent third-party medical assessments required by the Employer.

C7.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C7.1** OPSBA, the Crown and ETFO agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C7.2** The Parties to the Committee shall meet within sixty (60) days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C7.3** The Committee shall meet as agreed but a minimum of three (3) times in each school year.
- C7.4** The Parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C8.00 MINISTRY/SCHOOL BOARD INITIATIVES

ETFO will be an active participant in the consultation process at the Ministry Initiatives Committee. The Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training and resources.

If a new or modified policy initiative is not discussed at the Ministry Initiatives Committee in advance of implementation, it will be discussed at the next meeting. Alternatively, the Crown will endeavor to provide an informational briefing to ETFO and OPSBA at another forum prior to the next Ministry Initiatives Committee, which may include other attendees at the discretion of the Crown.

At the local level School Boards and locals shall meet regarding:

- The development, implementation and evaluation of new ministry/School Board initiatives;
- The timing of new ministry/School Board initiatives;
- The integration of possible new ministry/School Board initiatives; and
- Training and professional learning requirements.

C9.00 DIAGNOSTIC ASSESSMENT

- a) For the purposes of C9.00, the term “Teachers” shall include Occasional Teachers.

- b) Teachers shall use their professional judgement as defined in C2.5 above. The Parties agree that a Teacher's professional judgement is the cornerstone of assessment and evaluation.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps Teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the Teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
 - ii. Teachers shall use their professional judgment to determine which assessment and/or evaluation tool(s) from the Board list of preapproved assessment tools is applicable, for which student(s), as well as the frequency and timing of the tool. In order to inform their instruction, Teachers must utilize diagnostic assessment during the school year.
- d) The results of diagnostic assessments shall not be used in any way in evaluating Teachers. No Teacher shall suffer discipline or discharge as a consequence of any diagnostic assessment results.

C10.00 STATUTORY LEAVES OF ABSENCE/SEB

C10.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent Teacher or long-term Occasional Teacher under this Article shall be in accordance with the provisions of the *Employment Standards Act, 2000*, as amended.
- b) The Teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act, 2000*, as amended.
- c) A Teacher contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a Teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to provide payment for the Teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a Teacher must access Employment Insurance (EI) and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for EI is not entitled to benefits under a School Board's sick leave and short term disability plan.

Family Medical Leave or Critical Illness Leave Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent Teachers and long-term Occasional Teachers who access such Leaves, a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent Teacher would normally be paid. The SEB plan pay will be the difference between the gross amount the Teacher receives from EI and their regular gross pay.
- h) Long Term Occasional Teachers are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement EI benefits during the absence period as specified in this plan.
- j) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C10.2 Pregnancy Leave

- a) The Employer shall provide for permanent and long-term occasional Teachers a SEB plan to top up their EI Benefits. The Teacher who is eligible for such leave shall receive 100% of salary for not less than eight (8) weeks of pregnancy leave less any amount received under the *Employment Standards Act, 2000*, as amended, during such period. There shall be no deduction from sick leave or the Short Term Leave Disability Program (STLDP).
- b) Teachers not eligible for EI Benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits unless they were previously entitled under the provisions of the 2008-12 collective agreement or the last collective agreement concluded between the Parties.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- f) Eligible Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week period throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) week period (i.e. during summer, March and Winter breaks etc.). Payment shall be made to the Teacher in accordance with the School Board's payroll procedure.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP.

- h) If a Teacher begins pregnancy leave while on an approved leave from the Employer, the above pregnancy leave benefits provisions apply.

C11.00 CLASS SIZE/STAFFING LEVELS

The board will make every effort to limit FDK/Grade 1 split grades where feasible.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: *Sick Leave Credits and Sick Leave Credit Gratuities*, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have ten (10) years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

LETTER OF AGREEMENT #1

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Sick Leave

The Parties agree that any current local collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The Parties agree that attendance support programs are not included in the terms of this Letter of Agreement.

LETTER OF AGREEMENT #2

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Task Force on the Utilization of Sick Leave

The parties and the Crown agree to establish a task force to review data and explore leading practices related to utilization of sick leave.

The Crown will facilitate the meetings of the task force. The task force will be composed of members of ETFO and OPSBA, with members of the Ministry of Education serving in a resource and support capacity. Members from other employee bargaining agencies will be invited to participate, with the intention of creating separate teacher and education worker sector-wide task forces. There shall be an equal number of representatives of all participating groups.

The task force shall meet 4 times per school year, in the 2023-2024 and 2024-2025 school years.

The task force will:

1. gather and explore data, by unionized job classifications, on the utilization of sick leave and short-term disability;
2. gather and review information including but not restricted to the following:
 - a. a jurisdictional scan on sick leave and short-term disability plans;
 - b. best practices relating to safe return to work
3. discuss factors contributing to sick leave and short-term disability usage in the education sector;
4. report its findings to school boards and ETFO.

The task force shall complete its work by August 31, 2025.

LETTER OF AGREEMENT #3

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention Health and Safety Training

Effective in the 2023-24 school year and each subsequent year of the collective agreement, mandatory violence prevention health and safety training will be provided in a timely manner on one or more PA Days to permanent and long-term occasional teachers. Where daily occasional teachers are scheduled to work on a PA Day when this training is provided they will participate. This will include the following topics: Online Violent Incident Reporting, Safe Schools Reporting, and Notification of Potential Risk of Injury.

The parties recommend that material produced by the Provincial Working Group on Health and Safety, including the Roadmap Resource, be used as resource material for this training.

LETTER OF AGREEMENT #4

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Professional Activity (PA) Days

The Parties confirm that there will continue to be seven (7) PA days in each school year during the term of this collective agreement.

LETTER OF AGREEMENT #5

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Occasional Teacher Ability to Lock the Classroom Door

School Boards will continue to ensure that Occasional Teachers have the ability to lock and unlock the classroom door.

LETTER OF AGREEMENT #6

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Employment Insurance (EI) Rebate

The Parties agree that where the EI rebate is used to fund extended health care benefits, it is connected to the central issue of benefits, and is therefore status quo until August 31, 2026. This agreement is without prejudice to grievances outstanding, and local agreements in effect, as of the date of ratification of the central agreement.

LETTER OF AGREEMENT #7

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

RE: Status Quo Central Items

Status quo central items

The Parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the 2019-2022 local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local Parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*, as amended.

Issues:

- Short-term paid leave (number of days)
- Qualification allowances including extra degree allowances
- FDK Model
- Preparation Time (number of minutes)
- Student supervision (number of minutes)
- Release time related to violent incidents

LETTER OF AGREEMENT #8

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Individual Education Plans

To best meet the needs of all students, school boards will consider a number of factors when establishing class lists, including the workload related to IEPs.

LETTER OF AGREEMENT #9

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Support for Students Committee

The Parties agree to recirculate the Final Report of the Support for Students Committee (June 2, 2021) established through Letter of Agreement #9 of ETFO's 2019-2022 Teacher/Occasional Teacher Central Agreement. The Crown will distribute the report to School Boards within sixty (60) days following the date of ratification of the central terms.

A provincial committee will be established with representatives comprised of:

- the Ministry of Education;
- OPSBA/School Boards; and
- ETFO

Using the three areas of focus in the *Final Report of the Support for Students Committee*, this committee shall meet to gather and identify examples of best practices across school boards.

The committee will strive to complete its work in time for the beginning of the 2024-25 school year. The compilation of best practices shall be shared with School Boards immediately thereafter.

LETTER OF AGREEMENT #10

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The Parties confirm their commitment to continuing to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016, including Appendix B as amended on November 7, 2018, and any further amendments to the Terms of Reference as may be agreed to from time to time.

The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

LETTER OF AGREEMENT #11

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violent Incident Debriefing Training

The Parties acknowledge that the 2018 *Violent Incident Debriefing Training Module*, developed by the Ontario Education Services Corporation for the Ministry of Education, includes leading practices in debriefing after a critical incident.

Within sixty (60) days following the date of ratification of the central terms, the Crown will recirculate the *Violent Incident Debriefing Training Module* to School Boards that employ teachers represented by ETFO.

School Boards may adopt Checklist 1 – Immediate Staff Debriefing Following a Critical Violent Incident and Checklist 2 -Follow-up Staff Debriefing Following a Critical Violent Incident from the *Violent Incident Debriefing Training Module* upon mutual agreement between the local parties.

School Boards are encouraged to consult with the Joint Health and Safety Committee on how this training will be provided to ETFO Teachers during the term of this collective agreement.

LETTER OF AGREEMENT #12

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Violence Prevention in School Boards

The parties and the Crown agree that the scope of the work of the Provincial Working Group - Health and Safety (PWGHS) will continue to include violence prevention in schools.

The current Terms of Reference requires a minimum of 4 meetings per year, which can be amended based on the consensus of the work group.

The parties will jointly recommend to the PWGHS the following:

1. Violence prevention shall be prioritized as a topic for discussion.
2. The PWGHS will collect and review:
 - a. how data regarding violent incidents is gathered and shared.
 - b. how safety plans are created and updated and who is involved.
 - c. how and when risk assessments and reassessments are conducted and who is involved.
 - d. how school boards are sharing information regarding the potential risk of violence which is likely to expose the worker to physical injury, relative to the practices outlined in *Workplace Violence in School Boards: A Guide to the Law*.

The data collected by the Provincial Working Group - Health and Safety will identify best practices, which may be used to update the *Workplace Violence in School Boards: A Guide to the Law* to share with school boards by August 31, 2026.

LETTER OF AGREEMENT #13

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Integration of Students

The Parties believe in addressing the needs of all learners and recognize that student needs vary on an individual basis. The Parties believe that a variety of placement and support options assist in meeting the unique needs of individual learners.

The Parties recognize that preparation prior to a student from a special education class being integrated into a regular classroom can contribute to positive outcomes for the student. That preparation may include, but is not limited to:

- the review of the Ontario Student Record (OSR);
- the creation and/or review of a safety plan and/or behavior plan; and
- other program planning necessary for the successful inclusion of a student with special needs.

Furthermore, any known required resources or technology shall be in place prior to the commencement of the student's integration into a regular classroom except in extenuating circumstances.

LETTER OF AGREEMENT #14

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hybrid Instruction

Hybrid instruction is defined as providing synchronous instruction to students in-person and remotely simultaneously.

The Parties acknowledge that in-person instruction is preferred over hybrid instruction and provides better outcomes for most students.

Teachers will not be required to provide hybrid instruction for a student who is absent from in-person class for discretionary reasons.

LETTER OF AGREEMENT #15

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Hiring Practices

The Parties acknowledge that successful teaching experience within the school board, including daily and long-term occasional experience, is valuable in the hiring process.

Teaching experience within the school board will be a factor considered in accordance with Ministry and school board policies in the selection of a successful candidate for a position as a long-term occasional teacher.

Where a candidate is unsuccessful in the hiring process, and requests feedback, it will be provided within 30 days of the interview.

Related provisions in Part B of the collective agreement shall remain in effect.

LETTER OF AGREEMENT #16

BETWEEN

**The Elementary Teachers' Federation of Ontario
(hereinafter called the 'ETFO')**

AND

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

The Crown

RE: Safe Teaching and Learning Environments

The parties agree that safe teaching and learning environments is a shared goal. In addition, the parties acknowledge that appropriate conduct in schools is essential for successful educational outcomes and a positive school climate. A positive school climate includes expectations that everyone actively promotes and demonstrates positive behaviours and interactions, to create, foster and sustain a school community that is safe, inclusive, and accepting for all.

Within 60 days of the ratification of the Central Terms, the Crown, ETFO, and OPSBA will meet to revise PPM 128: The Provincial Code of Conduct and School Board Codes of Conduct.

The parties agree to establish a requirement for schools to have publicly facing signage that communicates behaviour expectations for everyone that are consistent with a safe learning and teaching environment.

Following these discussions, School Boards and Locals shall meet and discuss how the expectations in the code of conduct are communicated to staff, students, other members of the school community, and visitors.

The parties will develop recommendations for the Crown regarding the content of the signage related to the code of conduct that will be shared with school boards. The signage will be shared with the parties prior to the distribution to school boards.

The Crown commits to have the revisions to PPM 128 completed prior to the start of the 2024-25 school year.

The Crown shall endeavour to ensure that the publicly facing signage is distributed to school boards to be posted in schools and board head offices prior to the start of the 2024-25 school year.

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Effective Period

This Agreement shall come into force and effect on September 1, 2022, and shall expire on August 31, 2026, subject to the Education Act and the Labour Relations Act.

ARTICLE I – INTENT, PURPOSE AND SCOPE

1.01 Intent

It is the intent of the Parties of this Collective Agreement (hereinafter referred to as the "Agreement") to maintain harmonious relationships between the board and the Teachers of the Elementary Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

1.02 Purpose

Except for mutually acknowledged error, oversight or inadvertence, this Agreement shall specify the entitlement of those Teachers covered by this Agreement as to salaries, allowances, related benefits, certain conditions of employment and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

1.03 Scope

This Collective Agreement shall apply to the board and to the members of the Union employed by the board as a Teacher.

1.04 Statutory Responsibilities

The board agrees to abide by the Labour Relations Act, the Education Act, the Employment Standards Act, the Human Rights Code, the Occupational Health and Safety Act, and any other statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE II – RECOGNITION AND RIGHTS

2.01 Bargaining Agents

The employer being the Simcoe County District School Board (hereinafter referred to as "the board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the board in its elementary panel save and except Occasional Teachers, Principals and Vice-principals.

- (a) It is the responsibility of the Union to inform the board from time to time of who is authorized to act on behalf of the Union.

2.02 Management Rights

- (a) The right to manage and conduct the business of the board resides with the board and its administration except to the extent specifically modified by a provision of this Agreement.

Responsibilities of the Board and Union

- (a) The board and the Union carry out their responsibilities under this Collective Agreement with mutual respect in a manner that is fair, reasonable, equitable, non-discriminatory and consistent.

2.03 Just Cause

- (a) No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the Teacher in writing, within five (5) working days from the time the Teacher is informed of any such action.
- (b) Prior to the imposition of any of the actions listed in (a), there shall be a meeting held between the Teacher and a board representative to discuss the matter in the presence of and with the assistance of the Union President or designate. A Provincial Representative may attend at the request of the Union President or the Teacher.
- (c) Following the imposition of an action in 2.03(a), a Teacher may provide a response in writing which will be attached to the letter and filed in the personnel file.

2.04 The rights referred to in paragraph 2.02 shall be exercised subject to the provisions of this Agreement.

2.05 Notification to Teachers regarding hiring, promotion, demotion, transfer, discipline and termination shall be in writing, stating reasons.

2.06 Resignations, Retirements and Terminations

- (a) Notification of intent to resign must be submitted, online through the SCDSB website no later than November 30th for resignation to be effective December 31st of that year, or no later than April 1st for the resignation /retirement to be effective August 31st of that year.

A Teacher who is eligible for a retirement gratuity and who submits their retirement letter to the board prior to April 1st, shall receive their retirement gratuity payment by June 30th.

- (b) A resignation may occur at any time during the school year providing that the resignation is mutually agreeable to the Teacher and the board.
- (c) Termination

A Teacher who is to be terminated for cause shall be informed in writing of the date and time of the meeting of the board at which the recommendation for termination is to be presented. This notice will be given to the Teacher

at least ten (10) days in advance and will state the right of the Teacher to be present with representation.

2.07 In order that the Union is able to conduct the business of the Union, the board agrees to supply a membership list. Each list shall include the name of each member and school/work location.

2.08 Evaluations

- (a) No member of the Union shall be required or requested to evaluate another member's competence.
- (b) The Ministry of Education's Technical Requirements Manual for Experienced Teachers shall be used for Teacher Performance Appraisals (TPA's) of experienced Teachers.
- (c) The Ministry of Education's New Teacher Induction Program (NTIP) Manual for Performance Appraisal for New Teachers shall be used in the evaluation of all new Teachers as defined by the NTIP.
- (d) By the 20th Day after a Teacher has begun teaching the board shall disclose to the Union, the names, if any, of the Teachers who are designated to participate in the Performance Appraisal of Experienced Teachers process in that school year.

Teachers will be provided with the opportunity to sign up for a tentative month in which the appraisal process will begin. This will be completed no later than the second Friday of November.

In-service related to Improvement Plans or Enrichment Plans, including but not limited to, staff development and professional development opportunities as a result of the New Teacher Induction Program, Teacher Performance Appraisal or Annual Learning Plan, shall be embedded in the instructional day.

- (e) Notwithstanding 2.08 (d), the Performance Appraisal Process may be initiated by the principal given that they have provided performance feedback and support in advance of initiating the out of cycle TPA.
- (f) Student test results shall not be taken into account in the evaluation/appraisal process.
- (g) Teachers shall only be evaluated within their primary assignments for which they hold qualifications or are otherwise assigned by mutual consent.
- (h) Should a performance appraisal result in an unsatisfactory rating, or development needed, the principal or designate shall discuss the rating with the affected Teacher in the presence of the Union President or designate.
- (i) The board shall ensure that all observations associated with the Performance Appraisal of Experienced Teachers process shall be concluded by May 31st, at the latest.

2.09 No Penalty

The board agrees not to penalize or discriminate against any Teacher for

participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

2.10 Personnel Records

- (a) A Teacher may request access to their board Personnel File via email to Human Resource Services Department. The only recognized non-medical Personnel File for a Teacher shall be maintained in the Human Resource Services Department of the board.
- (b) A disciplinary report may be removed from a Teacher's file at the discretion of the Superintendent of Human Resource Services.
 - (i) All documents of a disciplinary nature to be placed in a Teacher's personnel file shall have a space for the Teacher's signature. The signature shall be deemed to be an acknowledgement of receipt only. Teachers will be provided copies of such documents, when issued.
 - (ii) A disciplinary report contained in a Teacher's personnel file shall be removed from the file three (3) years after its date of issue, provided that there is no other disciplinary action for the same issue during that period of time, and further provided that the Teacher has not been absent from the workplace for extended periods of time during that three years. For each full month during which a Teacher is absent during the three year period, the time line for eligibility for removal shall be extended by the period of absence. After two (2) years, a Teacher may submit a request to the Manager of Human Resources or designate for the previously issued discipline to be removed early.
 - (iii) Notwithstanding the above, documents related to investigations or disciplinary action in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
 - (iv) Where a Teacher authorizes in writing that the Union may have access to their personnel file, the board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

2.11 Health and Safety

The board recognizes that every Teacher has the right to work in an environment free from harassment, violence and threats of violence. The board shall take every reasonable precaution for the protection of Teachers from harassment, violence or threats of violence.

A teacher shall have the right to report any health and safety related concern without fear of reprisal or discipline.

The board agrees to have workplace violence as a standing agenda item at working conditions meetings.

2.12 Workplace Reprisals

No Teacher shall be discharged, penalized or disciplined in any way for making a

complaint relating to health and safety or for exercising their right to refuse unsafe work.

2.13 Any teacher who is absent from work as a result of harassment related to the workplace, as verified by the employer or other 3rd party investigator, shall have any sick leave related to the issue be reinstated.

2.14 Transition Checklist

The Board agrees to continue to use the transition checklist and inform the Union when students with a notification of worker risk transfer to a new school or our Board.

ARTICLE III – UNION DUES AND ASSESSMENTS

3.01 Dues

The board shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the board, at least 21 days prior to a change, of the amount of such dues and assessments.

3.02 Dues Submission

The payment shall be accompanied by a dues submission list showing the name, address, Ministry Identification Number (MIDENT), FTE status, salary, dues deducted, and OCT number.

3.03 President's Report

The board will provide access to an electronic report to the President which will contain member status (active/terminated/retired), member leave status (deferred/paid sick leave/pregnancy/parental/unpaid/WSIB).

ARTICLE IV – AMENDMENTS

4.01 Amendments by Mutual Consent

The Agreement may be altered only through the mutual written consent of the board and the Union.

4.02 The Party desiring such an alteration shall give written notice, to the other Party, stating the proposed alteration. The other Party shall respond to the proposal within fifteen (15) school days.

4.03 Any recommended alteration shall then be subject to ratification by the board and the membership of the Union bound by this Agreement.

ARTICLE V – STRIKE OR LOCKOUT

5.01 Strike or Lockout

- (a) The board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Education Act.
- (b) No Teacher shall be requested or required to perform the duties of any employee of another bargaining unit of the board who is engaged in a strike or lockout. No Teacher shall be disciplined or penalized in any way for refusing to perform the duties of any employee of another bargaining unit of the board who is engaged in a strike.

ARTICLE VI – GRIEVANCE - ARBITRATION PROCEDURE

6.01 Definition of Grievance

It is mutually agreed that it is the spirit and intent of this Agreement to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.

6.02 Types of Grievance

- (a) Individual Grievance: a grievance relating to a particular Teacher, launched by the Union on behalf of that Teacher. The relief sought in the grievance shall relate to that person only.
- (b) Policy Grievance: a grievance filed by the board, or the Union based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement.

- (c) Discharge Grievance

Where a Teacher has been discharged, the Union may submit a grievance to arbitration at Step 3 within ten (10) school days of written notice of discharge.

- (d) Management Grievance

The board shall have the right to file a policy grievance with the President of the Union Local in accordance with Article VI based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement.

- (e) Group Grievance

A grievance relating to more than one teacher, launched by the Union on behalf of those teachers all of whom were similarly affected. The relief sought in the grievance shall relate to those teachers only.

Informal Stage

Any dispute, to be recognized as a grievance, must first be discussed with the

President of the Union Local and the appropriate human resource services representative within ten (10) school days of the board becoming aware of the circumstances giving rise to the complaint. If the board is unable to resolve the dispute by such informal discussion, the board will request and receive a response in writing within ten (10) school days and the board may file a formal grievance at Step One.

Step One

If the Grievance(s) is not to be considered as settled on the basis of the informal discussion, the board shall submit the grievance notice in writing, notwithstanding Article 6.01, to the President of the Union Local within ten (10) school days of receipt of the response from the Informal Stage. The notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission.

Within ten (10) school days of receipt of the grievance, a meeting will be held with the President of the Union Local and a representative of human resource services. The President of the Union Local shall respond to the grievance in writing within ten (10) school days of the meeting.

Step Two

If no settlement is reached, the board may submit the grievance to arbitration in accordance with article 6.08 through 6.14 within ten (10) school days of receipt of the response. If the board does not proceed to arbitration then the grievance shall be deemed abandoned.

Timelines may be extended or waived only by mutual agreement in writing.

6.03 Informal Stage

Any dispute, to be recognized as a grievance, must first be discussed with the Teacher's appropriate supervisor by the Teacher or a Union representative within ten (10) school days of the Teacher becoming aware of the circumstances giving rise to the complaint. If the Teacher is unable to resolve the dispute by such informal discussion, the Teacher will request and receive a response in writing within ten (10) school days and the Union may file a formal grievance at Step One.

6.04 STEP 1

If the Grievance(s) is not to be considered as settled on the basis of the informal discussion, the Union shall submit the grievance notice in writing, notwithstanding Article 6.01, to the Superintendent of Human Resource Services or designate within ten (10) school days of receipt of the response from the Informal Stage. The notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission.

Any grievance that is submitted after 4:30 p.m. will be considered as filed for the next business day.

Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent of Human Resource Services. The Superintendent of Human Resource Services shall respond to the grievance in writing within ten (10) school days of the meeting.

At any stage of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement.

6.05 STEP 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director of Education, or designate, and up to three (3) members of the Union, including the grievor, should the grievor wish to attend. The Director or designate shall provide a written answer within ten (10) school days of the meeting being held.

6.06 STEP 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

- 6.07 (a) Timelines may be extended or waived only by mutual agreement in writing.
- (b) Failure to meet the timelines fixed herein shall allow the grieving party to advance a grievance to the next step of the grievance procedure within ten (10) school days of the missed timeline.

6.08 Arbitration

When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement. Within ten (10) school days thereafter, the party requesting the grievance will submit a possible list of arbitrators. The other party shall respond in writing indicating their agreement of an arbitrator from the list or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon request of either party.

6.09 Board of Arbitration

- (a) When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) If either Party fails to appoint a nominee to the arbitration board, the other

Party may request the Minister of Labour to refer the grievance to a single arbitrator.

6.10 Decision of the Arbitrator or Board of Arbitration

The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all Parties.

6.11 Expenses of the Arbitrator or Board of Arbitration

- (a) Both Parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and one-half (½) of the fees and expenses of the chair of the arbitration board.
- (b) Each party shall bear its own expense respecting appearances at hearings of the Arbitration Board and shall bear at its own expense the cost of counsel at each step of the grievance procedure.

6.12 Discharge Grievance

Where a Teacher has been discharged, the Union may submit a grievance to arbitration at Step 3 within ten (10) school days of written notice of discharge.

6.13 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

6.14 Attendance at Grievance Meeting

- (a) A Teacher who is required to be in attendance during Steps One and Two of the grievance procedure shall not suffer loss of pay, sick leave credits, benefits, seniority nor credit for teaching experience.
- (b) Each party shall be responsible for the salary of its own witnesses summoned by the single arbitrator or chairperson, as the case may be, in Step Three of the grievance procedure. During Step Three the Teacher shall not suffer loss of sick leave credits, benefits, seniority nor credit for teaching experience.

ARTICLE VII – DEFINITIONS

7.01 Definitions

“District” shall mean the organization of schools set out in APPENDIX B.

“Elementary Panel” refers to all Teachers from JK to 8.

“HRSDC” Human Resources Skills Development Canada

“Instructional Day”

The Instructional Day shall not exceed 300 minutes commencing with the start of instruction and ending with the students' dismissal from school for the day exclusive of recess and lunch/nutritional breaks. Opening exercises are included as part of the Instructional Day.

"Local Union" means the Simcoe County Elementary Teachers' Federation.

"Occasional Teacher" means a Teacher employed to teach as a substitute for a Teacher or Temporary Teacher who is or was employed by the board in a position that is part of its regular teaching staff including continuing education Teachers but,

- (a) if the Occasional Teacher substitutes for a Teacher who has died during a school year, the Occasional Teacher's employment as the substitute for the Teacher shall not extend past the end of the school year in which the death occurred; and
- (b) if the Occasional Teacher substitutes for a Teacher who is absent from their duties for a temporary period, the Occasional Teacher's employment as the substitute shall not extend past the end of the second school year after the absence begins.

"Redundant Teacher"

Subject to the other provisions of Article 10, a redundant Teacher is the least senior Teacher(s), as determined by the seniority list, for whom there is no available position(s) for which the Teacher is qualified in the County.

"Surplus Teacher"

Subject to the other provisions of Article 10, a surplus Teacher is the least senior Teacher(s), as determined by the seniority list, for whom there is no available position(s) for which the Teacher is qualified in a school or in the staffing area.

Rescind

Means to have a school surplus letter considered null and void such that the Teacher will remain at their school for the following year.

"ATE EasyConnect" Absence replacement system.

"School Year" means the period prescribed as such by the Act and Regulation and shall not exceed one hundred ninety-four (194) days of which one hundred and eighty-seven (187) shall be instructional days and seven (7) shall be professional activity days.

"SEB" Supplemental Employment Benefits.

"Supplemental Absence Credit" means an absence without loss of salary and without loss of sick leave credits for reasons other than personal illness, injury or medical appointments.

"Teacher" means a person as defined by the Ontario College of Teachers and employed by the board to teach under this Collective Agreement.

"Temporary Teacher" means a person employed to teach under the authority of a letter of permission.

“Union” means the Elementary Teachers’ Federation of Ontario.

“Turn Around Day” means the day on which teachers move schools in September. It may be on a Day 1 and it shall occur no later than the fourth Day 1 in September.

ARTICLE VIII – PRINCIPAL’S ASSISTANT, TEACHER-IN-CHARGE AND ACTING ADMINISTRATIVE POSITIONS

8.01 Principal’s Assistant

The role of the Principal’s Assistant shall be voluntary. The Principal’s Assistant shall be appointed to schools with no Vice-principal. A Principal’s Assistant shall be provided with a written outline of the duties and responsibilities of the role. It is expected that the role of Principal’s Assistant will last for the duration of the school year. In extraordinary circumstances, a minimum of 2 weeks’ notice to the incumbent, or the employer will be provided to end the assignment prior to the end of the school year. Should the board end the position early the Union reserves the right to file a grievance. A Principal’s Assistant shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. When a Principal’s Assistant assumes the role of a Teacher-In-Charge, it will be in accordance with Articles 8.02 - 8.08.

8.02 Teacher-In-Charge

The role of the Teacher-In-Charge shall be voluntary for those Teachers who are not Principal’s Assistants. A Teacher-in-Charge shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. A Teacher-In-Charge shall be provided with a board APM outlining the duties and responsibilities entailed in the role.

8.03 A Teacher shall be asked to assume the responsibilities of the Teacher-In-Charge when there is no administrator in the school.

8.04 A Teacher who assumes this role for more than ½ a day in schools with more than 10 FTE Teachers shall have release time provided by an Occasional Teacher, unless one is not available through ATE EasyConnect.

8.05 A Teacher-In-Charge who is assigned for 3 or more consecutive hours in any one school day shall be compensated by a responsibility allowance as outlined in 15.01 A.

8.06 Where a Teacher-In-Charge is appointed to replace the Principal or Vice-principal, the replacement appointment shall not exceed twenty (20) consecutive workdays.

8.07 The Teacher shall continue to be subject to all terms and conditions of the Collective Agreement.

8.08 Nothing in this article prevents the Teacher from resuming the Teacher’s duties subject to forty-eight (48) hours written notice to the appropriate supervisor.

8.09 Acting Administrative Position

(a) The board may appoint a Teacher as an Acting Vice-principal to fulfil the duties of a Vice-principal.

- (b) The Teacher shall receive the same compensation as other Vice-principals with an equivalent position in the board. The Teacher shall not receive less on a per diem basis than the Teacher would receive under this Collective Agreement. The Teacher will remain in their current benefit package if applicable.
- (c) The Teacher in an Acting Vice-principal role shall be entitled to return to the Teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Acting Vice-principal does not exceed 193 workdays within three school years.
- (d) The person acting as Vice-principal shall pay Union dues and shall not be responsible to evaluate or discipline a Teacher.

ARTICLE IX – NEW POSITIONS, VACANCIES AND TRANSFERS

9.01 Staff Allocation

- (a) Elementary school classrooms shall be staffed according to the following average class size.

Jr/Sr. Kgn.	20.5:.5
Grade 1 & 2	22:1
Grade 3	24:1
Grades 4 to 8	29:1

- (b) The following staffing procedures shall apply.

In order to maintain a support service to the elementary schools one full-time equivalent Teacher with librarian qualifications will be assigned to each school in the following manner:

In schools with less than 13 classroom Teachers, .47 of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, .53 of the Teacher-Librarian's time will be resource support to the school, library administrative time and personal planning time.

In schools with 13 - 19.9 classroom Teachers, .20 of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, .80 of the Teacher-Librarian's time will be resource support to the school, library administrative time and personal planning time.

In schools with 20 or more classroom Teachers, the Teacher-Librarian will provide full-time library resource support, library administrative time and personal preparation time.

- (c) It is agreed by both parties, that in order to maintain reasonable flexibility for staffing the schools, it is anticipated that the assigned classroom staff for all schools may not strictly comply with the stated average maxima.
- (d) Those schools with class size for Grades JK to 8 which vary from 25 by +/- 1.5 will be discussed by the Working Conditions Committee.

- (e) No Kindergarten class shall exceed 23 students. In planning for Kindergarten classes, an average of 20.5 students shall be used. However, additional students enrolled may be added.

When more than a total of 8 Kindergarten students beyond the average of 20.5 students per class are enrolled in a school, the board will reduce the classes to a maximum of 21 students by either moving the excess students to another school or creating another class.

Between September 1st and December 31st of any school year, no class shall exceed 33 students in the Junior-Intermediate Division or 26 students in the Primary Division. Grade 3-4 splits shall be considered as Grade 3 classes for the purposes of staffing.

After January 1st, 2 additional students may be added to classes in the Junior-Intermediate Division and to classes in the Primary Division beyond the limits set out above. When a Junior-Intermediate class exceeds 35 students or a Primary class exceeds 28 students, class reorganization will occur.

- (f) Notwithstanding the above, staff may be transferred within the guidelines if unforeseen enrolments indicate that such action is necessary.
- (g) The Superintendent of Human Resource Services will review the organization of each school to ensure that the intent of the staff allocation clauses have been implemented.
- (h) Only persons employed by the board in accordance with this Collective Agreement or in accordance with the Board's elementary Occasional Teachers' Collective Agreement or in accordance with Section 287.1(1) of the *Education Act* shall be assigned to teach elementary pupils.

Staff allocations will include the teaching time for teaching Principals and Vice-principals.

9.02

Posting of Positions Effective September 1, 2015

All internal vacancies shall be posted for two (2) days.

- (i) Vacancies for the following school year that are known between April 1 and June 1 are filled in accordance with 9.03A Spring Staffing Process Postings.
- (ii) All other vacancies shall be filled in accordance with 9.02 Posting of Positions.
- (iii) Postings shall include the following information: school, current Principal, assignment and closing date and time of the posting.
- (iv) The Principal will select the successful candidate from among the qualified internal applicants. Internal applicants will be considered prior to external hiring.

Where there are more than three (3) applicants to a posting, the Principal shall short-list a minimum of three applicants for interview. If there are three

- (3) or fewer applicants to the posting, the principal may select the successful applicant without interviewing.
- (v) Successful internal qualified applicants will only change positions at naturally occurring breaks, or at the end of a reporting period unless all parties are in agreement to an earlier start date, with the exception of Teachers hired during the month of September.
 - (vi) Notwithstanding Article 9.02 (ii), and Article 10.01 C (f) (vi), Vacancies occurring during September will be staffed in the following manner;
 - (a) By the 3rd week of school in September a list of teaching positions available for the turnaround day will be circulated to all schools. Teachers with an outstanding right of recall must email the Principal and the Human Resource Services Officer prior to the closing of the posting to invoke their right of recall. The most senior qualified Teacher to invoke their right of recall shall be deemed successful once confirmed by HR. If no rights of recall are invoked, the principal will select the successful candidate from among the qualified internal applicants.
 - (b) When a vacancy arises during the September Staffing Process at a school where a Teacher has been declared school surplus, the board shall rescind the school surplus status of the most senior qualified surplus Teacher prior to the postings being made available and prior to school placements being made.
 - (c) When a vacancy arises during the September Staffing Process at a school where a Teacher has been declared school surplus, the principal shall not split up the FTE of the vacancy in order to rescind the surplus Teacher if the Teacher has accepted a posting to another school.
 - (d) Once all school surplus Teachers have been placed, any remaining vacancies will be filled through contract increases and consolidation at current work site.
 - (e) All remaining vacancies shall be posted internally for two (2) days, prior to the external process. Internal applicants shall be given hiring priority over external applicants but it must be for the full value of the vacancy, where the internal applicant is able to increase their contract status while maintaining their current school assignment. The principal will select the successful candidate from among the qualified internal applicants.
 - (vii)
 - (a) A newly hired Teacher who accepts a position teaching French or NSL may not apply to a posting for anything other than French or NSL for the portion of their contract (on date of hire) that is French or NSL for at least five (5) years from their date of hire.
 - (b) These Teachers may apply for positions other than French or NSL in order to increase their FTE while remaining in a French or NSL position as outlined above.

9.03 A. Spring Staffing Process Postings

- (a) Prior to April 15th staff shall be provided with their tentative teaching assignments for the following school year.
- (b) By the first Monday in May, the first list of teaching positions available for the following September will be circulated to all schools. Revised lists will be circulated at the beginning of every week for a 2-day period, for a total of four (4) postings. Postings will be available to current contract Teachers who have not been county declared. Contract increases are not allowed during this process.
- (c) Teachers with an outstanding right of recall must email the Principal and the Human Resource Services Officer prior to the closing of the posting to invoke their right of recall. The most senior qualified Teacher to invoke their right of recall shall be deemed successful once confirmed by HR. If no rights of recall are invoked, the school principal will determine the successful candidate, from among the ten (10) most senior qualified internal applicants. The successful candidate shall be selected, and the principal shall notify HR no later than 4:00 p.m. on the Friday of the posting week or the most senior applicant will be assigned to the position.
- (d) When a vacancy arises during the Spring Staffing Process at a school where a Teacher has been declared school surplus, the board shall rescind the school surplus status of the most senior qualified surplus Teacher prior to the postings being made available prior to school placements being made.
- (e) When a vacancy arises during the Spring Staffing process at a school where a Teacher has been declared school surplus, the principal shall not split up the FTE of the vacancy in order to rescind the surplus Teacher if the Teacher has accepted a posting at another school.
- (f) Successful candidates shall not be permitted to apply to subsequent postings during the spring staffing process or be permitted to arrange a Teacher initiated school to school one for one transfer.

9.03 B. Teacher Initiated School to School One for One Transfers

- (a) Teacher initiated school to school one for one transfers will be available to Teachers provided the following:
 - they are not undergoing an out-of cycle performance review;
 - they do not have an unsatisfactory review on their most recent TPA;
 - they do not have an ongoing issue that is being investigated by any of the Ontario College of Teachers, the Children's Aid Society or Police Services;
 - they have not received a letter of reprimand or suspension within the last 3 years.

- (b) Teachers on the Teacher initiated school to school one for one transfer list will have the ability to facilitate a transfer only with another Teacher on the teacher-initiated school to school one for one transfer list. A Teacher may only facilitate a transfer with another Teacher:
 - who has an equivalent FTE;
 - provided that both Teachers have the appropriate qualifications.
- (c) A Teacher may apply to be included on the teacher-initiated school to school one for one transfer list; by completing an on-line teacher initiated one for one transfer request form which will be available for seven (7) instructional days on/or before the third Monday in April.
- (d) Teachers who have applied for Teacher initiated school to school one for one transfers will be jointly approved for inclusion on the list by the board and the Union.
- (e) By the second Monday of May the Teacher initiated school to school one for one transfer list will be available for four (4) weeks on the SCDSB staff website. The list will be updated on an ongoing basis.
- (f) Teachers are responsible for facilitating their own school to school one for one transfers.
- (g) Communication shall only be through board e-mail.
- (h) Board email for this purpose shall not be used during the instructional day exclusive of preparation time, lunch/nutrition and recess breaks.
- (i) In order for the transfer to be processed both Teacher signatures must be on the required acceptance form. The transfer will be considered final and Teacher's names will be removed from the one for one transfer list once board confirmation has been received.
- (j) In the event of extraordinary circumstances, a transfer may not be processed. The Superintendent of Human Resource Services shall, before the transfer is denied, inform the union of the rationale for the denial. All decisions by the Superintendent shall be made within two (2) weeks of the confirmation form being submitted to the board.
- (k) Once confirmation has been received and the school to school one for one transfer has been finalized, Teachers shall not be permitted to facilitate subsequent school to school one to one transfers or be permitted to apply to postings during the spring staffing process in that year.
- (l) It is expected that a Teacher accepting a Teacher initiated school to school One for One transfer will be returning for the upcoming school year, or is on an approved and/or statutory leave of absence. If a Teacher should resign or retire after accepting a transfer, and prior to the start of the upcoming school year, the process will be investigated jointly by the board and the Union. All extenuating circumstances will then be discussed on a case-by-case basis.

9.03 C. Contract Increases

A Teacher may request a contract increase at their current school(s) by completing

an online contract increase form on the SCDSB staff web site which will be available for seven (7) instructional days on/or before the third Monday in April. Upon completing the form an automated response will be sent to the Teacher to confirm receipt of the contract increase form. These requests will only be considered after all surplus staff have been placed and prior to external hiring.

The contract increase form needs to be completed only during Spring Staffing.

Contract increases in September will be in accordance with 9.02 vi d).

Throughout the remainder of the year, teachers must apply to posted positions to increase their FTE.

9.04 A. New School Openings

- (a) In the event of a new school opening, fifty (50) percent of projected vacancies in the new school will be filled with interested staff from the affected schools in order of seniority.
- (b) The remaining fifty (50) percent of the openings in the new school shall be posted and filled in accordance with Article 9.02 (i through v). Contract increases will not be allowed.

9.04 B. School Closures

- (a) In the event of a school closure the staff(s) from the affected school(s) will be placed on a master seniority list.
- (b) Where the movement of students to a new or existing school creates increased enrolment the necessary additional positions shall be filled as follows:
 - i) The fifty (50) percent of projected vacancies in the new or existing school shall be filled with interested staff from the affected schools in order of seniority.
 - ii) The remaining fifty (50) percent of the openings in the new or existing school shall be filled in accordance with Article 9.02 (i through v). Contract increases will not be allowed.

9.05 Boundary Changes

- (a) In the event boundary changes cause an overstaffing situation at a school and no new school has been opened, and no school has been closed, any school surplus Teachers shall have the opportunity to be placed on a master seniority list.
- (b) Where the movement of students to an existing school or schools due to boundary changes creates increased enrolment, the necessary additional positions shall be filled as follows:

- i) The fifty (50) percent of projected vacancies in the existing school or schools shall be filled with interested staff from the affected schools in order of seniority.
- ii) The remaining fifty (50) percent of the openings in the existing school or schools shall be filled in accordance with article 9.02 (i through v) Contract increases will not be allowed.

9.06 Movement of County Classes

In the event a Special Education County Class, NSL/EFSL/FI Program is going to be moved to a new location, the Teachers will be given the option of moving with the program.

9.07 Administrative Transfer

Administrative transfers for Teachers between schools may be necessary in order to address the best interests of the Teacher and the school.

When an administrative transfer is being considered, the Superintendent of Education shall discuss the rationale for the transfer and the criteria upon which it is based with the Teacher and the Union President.

9.08 Specialized Program Assignment

- (a) The board has the right to assign Teachers to teach programs for which they have the necessary qualifications. The board in assigning a Teacher to teach a specialized program (Special Education, NSL or FSL) for which they are qualified shall not, upon the request of the Teacher for the following school year, assign the Teacher who has already taught at least five (5) consecutive years in the specialized program in question, unless reassignment would result in the surplus of another Teacher in that school. Where a vacancy occurs during the school year, the Teacher who has already taught for at least five (5) consecutive years in the specialized program in question, may be re-assigned upon request to the vacancy if the Teacher is qualified, and if another qualified Teacher applies on a first posting for the special program position.
- (b)
 - i) If a school surplus situation requires a Teacher who has been previously allowed out of a specialized program as per Article 9.09 (a) or has not taught in that specialized program for twelve (12) years they shall only be required to teach in that program for a maximum of one (1) year except in cases where no other qualified candidate is available within the school. After that one (1) year period, they may be moved out of that specialized program.
 - ii) Where a vacancy occurs during the school year, the Teacher who is teaching in the specialized program in question, may be re-assigned upon request to the vacancy if the Teacher is qualified, and if another qualified internal Teacher applies and is hired on a first posting for the specialized program position.
- (c) In assigning staff for the upcoming school year, the principal shall take into account a Teacher's qualifications and preferences and shall make every

reasonable effort to refrain from assigning a Teacher to teach in a division which they have not taught in the last twelve (12) years, unless there is mutual consent between the Teacher and principal.

- (d) If a teacher has a concern with their tentative assignment, they can request a conversation with the principal to discuss further.

9.09

Grade 7 & 8 Students in a Grade 7 to 12 School

a) Where there are grade 7 and 8 students and the physical location of the class/grades normally considered to be in elementary school changes, those students will continue to be taught by elementary teachers except in the case where the conditions of Article 31 of the Collective Agreement are met or there is such other agreement as between the Union and the board with respect to a teaching assignment exchange across panels (e.g. elementary to secondary). Nothing in this Agreement otherwise alters the rights of the Parties under Article 31.

b) It is understood and agreed by the board that it will not otherwise reduce the normal ETFO complement under the Collective Agreement for grade 7 and 8 students in a grade 7-12 school through the use of OSSTF teachers.

c) Where such location change occurs for grade 7 and 8 students, as outlined in 9.05 b), it is agreed that the Parties will discuss and endeavour to agree to the appropriate staffing process depending upon the circumstances including staffing models already used for school closure, a boundary change, new schools and/or whether the elementary program can continue to operate separate and apart from the building in which it is housed. Such agreement will not be unreasonably withheld. Where agreement is not reached either party may refer the issue to Arbitrator Parmar or such other mutually agreeable arbitrator for final determination within 8 school weeks of the referral.

d) It is agreed that staff allocation for the grade 7 and 8 classrooms will be in accordance with the collective agreement. Further, and in particular, there will continue to be a staff allocation for a Teacher Librarian in each school where there are elementary students in accordance with Article 9. Including:

- (i) Effective for the 2006 spring staffing procedure shall apply.

In order to maintain a support service to the elementary schools one full-time equivalent Teacher with librarian qualifications will be assigned to each school in the following manner:

In schools with less than 13 classrooms Teachers, .47 of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, .53 of the Teacher-Librarian's time will be resource support to the school, library administrative time and personal planning time.

e) The board agrees to staff grade 7-12 schools with a Teacher-Librarian in accordance with 9.05 d) (i). The parties agree the ETFO Teacher- Librarian will only teach grade 7 and 8 students at the school, but will provide library resource support and library

administrative time to the school subject to any alternative future agreement with OSSTF provided that such agreement is not inconsistent with the ETFO collective agreement.

f) Elementary teachers in grade 7-12 schools have the benefit of extended planning time not generally available to elementary teachers. In light of the allocation of an ETFO Teacher- Librarian to a grade 7-12 school, the board retains the right to amend the schedules of any elementary teachers assigned solely to teach grades 7 and 8 within a grade 7-12 school. Such other schedule shall be in accordance with the ETFO Collective Agreement.

ARTICLE X – SURPLUS, REDUNDANCY AND RECALL

10.01 A. Declaration of School Surplus

- (a) In the event that a reduction in staff is necessary, the principal shall verbally notify the least senior Teacher or Teachers who may be declared school surplus prior to meeting with the in school staffing committee. This notification is tentative and subject to the formal written notification below.
- (b) The In-School Staffing Committee will meet to review the tentative reduction in staff prior to the official declarations.
- (c) The principal shall, on or before the second Monday in April declare, in writing the affected staff with the least County seniority school surplus and shall take into account the following;
 - (i) When the least senior Teacher or Teachers to be declared are Teachers of Special Education, Library, NSL, or FSL, the principal shall;
 - (a) review staff qualifications to determine if any staff members hold the necessary qualifications to teach any of the identified areas in 10.01 A (c) (i).
 - (b) rank qualified staff according to county seniority.
 - (c) ask qualified staff in order of seniority if they are willing to accept the assignment in the areas listed in Article 10.01 A (c) (i).
 - (d) should the most senior qualified staff member be unwilling to accept the assignment the principal shall ask the next most senior qualified staff member if they are willing to accept the assignment in the areas listed in Article 10.01 A (c) (i).
 - (e) should the position remain unfilled the least senior qualified member who has not received verbal notification that they may be declared surplus will be asked to accept the assignment in the areas listed in 10.01 A (c) (i). This person must either take the assignment or voluntarily declare themselves school surplus.
 - (ii) If there are no qualified staff members other than those tentatively declared school surplus in the areas listed in Article 10.01 A (c) (i), then the person tentatively declared surplus may be bypassed and

the next least senior Teacher may be declared school surplus.

- (iii) It is understood and agreed that the least senior Teacher(s) in a staffing area or county may be administratively assigned to another school into a vacancy for which they are qualified, in order to place surplus Teachers into an appropriate assignment for which the surplus Teacher is qualified.

(d) Declaration of School Surplus in September

- (i) By the end of the 3rd school week in September, if a school is required to reduce staff, it will do so by declaring a Teacher, or Teachers, surplus to the staffing needs of the school.
- (ii) The Teacher(s) to be declared surplus will be the Teacher(s) with the least seniority as defined in Article 21.01 of the current Collective Agreement and in accordance with the exceptions noted in Article 10.01 A. (c) (i), and (ii).
- (iii) Within a school, should two or more Teachers be tied in their seniority, and one of these Teachers is to be declared surplus, and no Teacher volunteers to be declared surplus, the tied seniority will be broken by lot as per Article 21.01 (c) (v).

The lot will be conducted at the SCETF Office and the results will be forwarded to the board.

- (e) If a teaching position becomes available at a school where Teachers have been declared surplus the most senior qualified surplus Teacher shall, at the Teachers discretion have their declaration rescinded so they may stay at the school, subject to Articles 9.02 (vi), (b) and 9.03 A (d).

10.01 B. Declaration of County Redundancy

- (a) On or before the second Monday in April, the board shall issue a notice in writing to the union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year as determined by the staffing levels agreed upon by the Parties as set out in Article 9.01.
- (b) Teachers of FSL, ELL, and NSL required to fulfill program needs may be excluded from this process should there be no other qualified Teachers in the bargaining unit.
- (c) The Teachers with the least County Seniority will be declared redundant to the County by the Superintendent of Human Resource Services or designate, on or before the second Monday in April.
- (d) Those Teachers who are declared redundant to the County by the Superintendent of Human Resource Services or designate shall receive notification prior to it being made public to the board.
- (e) Those Teachers who are declared redundant to the County by the Superintendent of Human Resource Services or designate shall receive notification stating the effective date and the reasons therefore.

Such notice shall be hand-delivered to every Teacher working in the school on the date of declaration (mailed to Teachers absent or not currently working with the board) at least one school day in advance of the posting of the list. An attempt will be made to notify by telephone a Teacher absent on a short-term basis that the notice is available or being mailed.

- (f) The board will provide the union with a copy of any notices of redundancy issued to Teachers.

10.01 C. Recall of County Redundant Teachers

- (a) For the purpose of the recall process, a redundant Teacher is defined as a Teacher:
 - (i) for whom no teaching position is available;
 - (ii) who was recalled and accepted a fractional position which is less than the original contract position.
- (b) Redundant Teachers shall be recalled in order of greatest seniority, providing the Teacher is qualified for the position, or can be expected and is willing to become qualified before the Teacher is required to assume the position.
- (c) It is the obligation of the Simcoe County District School Board to offer the right of being recalled to a teaching position to all redundant Teachers before hiring anyone else. The board will maintain a Teacher Recall List. A copy of the Teacher Recall List shall be provided to the Union President.
- (d) Those Teachers for whom positions have not been found by September 1st of that year shall be eligible for recall for a period of twenty-six (26) consecutive months from the effective date of termination of their contract.
- (e) Redundant Teachers on the recall list have the right to maintain their benefits, with the exception of LTD, providing they pay 100% of the costs of such benefits for a period of time not exceeding twelve (12) consecutive months.
- (f) The following procedures will be followed:
 - (i) Positions will be offered first to the most senior redundant Teacher. It is understood and agreed that the least senior Teacher in a staffing area may be administratively assigned to another school in order to return the redundant Teacher to an appropriate assignment for which the redundant Teacher is qualified.
 - (ii) It is the responsibility of the redundant Teacher to provide the board with accurate and up to date information about qualifications or a change in qualifications for the purpose of recall.
 - (iii) Notwithstanding Article 10.01 C (f)(vi), when a position becomes available, the board will notify the most senior Teacher with the necessary qualifications, or the Teacher's designate, by direct telephone contact. If the person cannot be reached by direct telephone contact, the board will notify the Teacher by private

courier to their last filed address. If a response is not received within five (5) working days, the Teacher will be deemed to have refused the position and if no communication is received from the Teacher or the Teacher's designate within 30 days following, the Teacher will be removed from the recall list.

- (iv) Each Teacher will have the right of three offers of a position for which they are qualified. The rights under this procedure are lost once the third offer is refused.
- (v) Redundant Teachers will be granted an unpaid leave of absence from the recall list, upon request, for up to the remainder of the current school year only.
- (vi) Notwithstanding Article 10.01 C (f), initial contract vacancies which become known after June 30th of the school year and as a result of either enrolment fluctuations or increased enrolment up to the designated turn around day, will be posted and filled in accordance with Article 9.02 (ii through iv). A resulting vacancy from the movement of Teachers in accordance with this article shall be filled by the most senior redundant Teacher.
- (vii) A Teacher who has been recalled to a vacancy with the board from the recall list within one (1) calendar month of the effective date of termination of their contract, shall be credited with seniority, teaching experience and a sick leave balance as though their employment had been uninterrupted.
- (viii) Teachers will be removed from the recall list once they have accepted a position equivalent in terms of contract time to the last position held by the Teacher, or at the end of their twenty-six (26) month term or at their third refusal.
- (ix) A Teacher who accepts a contract vacancy under Article 10.01 C (f)(viii) will have no further right under that Article, should another position become available unless that person is again declared redundant.
- (g)
 - (i) Redundant Teachers may apply for any posted Long Term Occasional positions for which they are qualified.
 - (ii) Acceptance of any occasional position with the board does not preclude the Teacher from being offered and accepting a contract position.
 - (iii) Redundant Teachers will, upon written request, be placed on the Occasional Teacher List if there are vacancies available.
- (h) The recall procedure is not intended to take away rights of a member as found in other sections of the Collective Agreement.

10.01 D. County Positions

- (a) In the event that a position which is not attached to a school be discontinued, the Teacher assigned to the position will be considered surplus and will be placed in accordance with the terms of Article 10.03.

- (b) In the event that a discontinued position as per article 10.02 D (a) is reinstated for the following school year prior to the first day of the school year, the surplus teacher(s) shall complete an expression of interest. If there are the same or more positions available than there are Teachers who have expressed an interest, all individuals who expressed interest shall return to their previous position. In the event that there are fewer positions available than there are teachers who have expressed an interest, all teachers who submitted an expression of interest will be interviewed.

10.02 Rights of Recall for School Surplus Teachers

- (a) A meeting of representatives from the Administration and two (2) representatives of the Union will be held at the call of the Human Resource Services Department in order to monitor the placement of surplus Teachers.
- (b) If within a period of two years from the time a Teacher is placed under this Article, a teaching position for which the Teacher is qualified should reopen in the school from which the Teacher was declared, or in the school area as defined in Appendix B, the surplus Teacher will be assigned that position on the basis of seniority provided the Teacher has informed the Superintendent of Human Resource Services, by completing the online form, within two teaching months of being notified of their placement, of their wish to return to the school or area (see Appendix B - School Staffing Areas).
- (c) Teachers may turn down with no penalty or loss of privileges, positions which would require a reduction in their current contract status or where schedules do not permit.

Teachers with an outstanding right of recall must email the Principal and the Human Resource Services Officer prior to the closing of the posting to invoke their right of recall.

The most senior qualified Teacher to invoke their right of recall shall be deemed successful once confirmed by HR.

If no rights of recall are invoked, the principal will select the successful candidate from among the qualified internal applicants as outlined in 9.02 and 9.03 A.

- (d) Should the Teacher accept a position under Article 10.02(b) above, the Teacher shall commence the assignment at a naturally occurring break in the year or at the end of a reporting period unless all parties are in agreement to an earlier start date.

ARTICLE XI – TEACHERS’ QUALIFICATIONS EVALUATION PROGRAM (QECO)

11.01 Definitions

- (a) The placement of Union members in their respective salary categories shall be determined in accordance with the Qualifications Evaluation Council of Ontario - Teachers' Qualifications Evaluation Program 5 (QECO-5) in effect at September 2000.

Any changes in content or in interpretation made subsequent to the QECO 5 plan in effect at September 2000, must be approved by the board and the

Union for recognition by the board in Teacher category placement.

- (b) No Teacher employed by the board or a predecessor board before September 1st, 2000, will have their category placement reduced as a result of 11.01 (a).
- (c) Category placement changes as a result of re-evaluation under QECO-5 will be effective from the date on which a revised statement of placement is received by the Human Resource Services Department.

ARTICLE XII – SALARY IMPLEMENTATION

12.01 Agreement

The salary, benefits and allowances agreed upon in any agreement between the board and a Teacher shall be the salary, benefits and allowances provided for in this agreement and any other payments or arrangements related thereto shall not be agreed to, shall not be binding and shall be deemed to be contrary to this Collective Agreement.

12.02 Salary Adjustments

- (a) All newly hired Teachers will be placed in Category A1, Step 0, until documentation related to category placement and previous teaching experience has been received. Salary adjustments will be made retroactively to the date of hire provided that documentation is received within 1 calendar year from the date that Teacher was hired.

If documentation is submitted more than one calendar year after hiring, salary will be adjusted retroactively to the first teaching day of the school year in which the documentation is received.

- (b) A Teacher who qualifies for a change in category by reason of improved qualifications or who qualifies for an Extra Degree Allowance (Article 16.01) shall receive the appropriate differential amount in addition to the increment where applicable.
- (c) Where a teacher has completed all of the coursework and qualifies for a change in category or for an extra degree allowance it shall be applied as follows:

i) September 1 provided the following:

- Coursework completed by August 31
- Online Intent to Change form has been submitted by November 30
- QECO documentation received by HR by June 30

ii) January 1 provided the following:

- Coursework completed by December 31
- Online Intent to Change form has been submitted by November 30
- QECO documentation received by HR by June 30

The change will be applied September 1 of the following school year in all other cases.

- (d) All requests for a salary adjustment, as a result of a category change, will

be made by an on-line application supplied by the board (Intent to Change Salary Category application form).

12.03 Appointments

Although the board has the right to create or designate a new position to be filled by a Teacher who comes within the scope of this agreement, it is agreed that the salary schedule for such a position shall be negotiated with the Union through the Collective Bargaining Committee, within six (6) months of the board's appointing a Teacher to that position and in advance of the appointment where administratively feasible.

ARTICLE XIII – CALCULATION & DATES OF SALARY PAYMENTS

13.01 Payment Schedule

Annual salaries shall be paid in twenty-six (26) or twenty-seven (27) equal payments made on alternate Fridays; without interruption of payments between school years.

13.02 Part Year Payment

A Teacher shall be paid salary in the proportion that the total number of school days for which the Teacher performs duties in the school year bears to the total number of school days in the year.

13.03 Final Payment for Part Year

A Teacher who is either leaving or entering the employment of the board within the school year, shall receive the same payments as are designated in 13.01, but the final payment on the schedule shall be recalculated in accordance with Article 13.02.

13.04 Part-time Basis

The annual salary for a Probationary or Permanent Teacher who is employed on a part-time basis shall be calculated as follows:

The Teacher will be placed on the appropriate position on the Teachers' salary schedule and paid at a rate equivalent to the full-time salary adjusted for the proportion worked during the school year. School year and school days shall be as defined in the Education Act.

13.05 Direct Deposit

Each Union member shall provide to the board the name of the Teacher's bank, trust company or credit union and the account number to which payment will be made.

- 13.06 (a) In the event of an overpayment or underpayment of any monies, the board and Union agree that the maximum amount payable will not go back further than one calendar year from the date the error was discovered.
- (b) In the event of an overpayment of any monies, the parties agree that the

amount of overpayment shall be repaid to the board on a mutually acceptable schedule of repayment.

- (c) In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall be paid to the Teacher as soon as practical on the nearest regularly scheduled pay date.

ARTICLE XIV – TEACHERS' SALARY SCHEDULE

14.01 Teaching Experience

A Teacher's position in the basic schedule shall be determined by the total number of years of long term continuous or permanent elementary and secondary teaching experience requiring an Ontario College of Teachers certificate of qualifications or teaching qualifications that are recognized by the Ontario College of Teachers combined with the category qualification. Effective September 1, 2014, all Continuing Education experience with the Simcoe County District School Board will be recognized as experience on the pay grid.

It is the incumbent's responsibility to provide supporting documentation.

Other elementary and secondary teaching experience may be accepted at the discretion of the Manager of Human Resource Services

Each Teacher shall be entitled to a maximum of one year of combined (TBU LTO, SCDSB Continuing Education) experience for each school year taught.

A Simcoe County District School Board Occasional Teacher who has been hired as an Elementary Contract Teacher shall not be placed in a grid step lower than their most recent paid Simcoe County LTO assignment.

The actual number of months of experience shall be totalled and the years of experience shall be calculated annually as of September 1st to the nearest full year. For the purposes of calculations in this Article, one year equals 10 months of teaching. When this calculation results in a figure which is not a whole number (eg. 0.8 years or 4.3 years), 0.5 or more will be rounded up to the next whole number.

Example 1: experience of 2 full years and 1 three-month experience equals 23 months which totals 2.3 years will be credited as 2 years. Teaching an additional 2 months in the fourth year will result in 25 months of experience, which is 2.5 years which will be credited as 3 years as of the following September.

Example 2: experience of 9 months in the first year will be credited as 1 year as of the following September. Additional teaching of 5 months in the next year equals a total of 14 months or 1.4 years and will be credited as 1 year as of the following September and no grid increment will result.

14.02

Basic Salary Schedule

All salary grid positions will be adjusted according to the following schedules:

(a) Effective September 1, 2022 (3% increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	50302	54507	56571	61659	64867
1	52948	57151	59614	65174	68715
2	55190	59510	62228	68267	72141
3	58239	62726	65688	72205	76415
4	61279	65936	69155	76143	80684
5	64320	69179	72617	80081	84959
6	67366	72360	76079	84023	89233
7	70412	75573	79545	87963	93505
8	73464	78784	83010	91900	97780
9	76497	81997	86474	95840	102054
10	79540	85210	89937	99780	106322
11	83676	88424	93400	103720	110597
11U	88424				

(b) Effective September 1, 2023 (3% increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	51811	56142	58268	63509	66813
1	54536	58866	61402	67129	70776
2	56846	61295	64095	70315	74305
3	59986	64608	67659	74371	78707
4	63117	67914	71230	78427	83105
5	66250	71254	74796	82483	87508
6	69387	74531	78361	86544	91910
7	72524	77840	91931	90602	96310
8	75668	81148	85500	94657	100713
9	78792	84457	89068	98715	105116
10	81926	87766	92635	102773	109512
11	86186	91077	96202	106832	113915
11U	91077				

(c) Effective September 1, 2024 (2.75% increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	53236	57686	59870	65255	68650
1	56036	60485	63091	68975	72722
2	58409	62981	65858	72249	76348
3	61636	66385	69520	76416	80871
4	64853	69782	73189	80584	85390
5	68072	73213	76853	84751	89914
6	71295	76581	80516	88924	94438
7	74518	79981	84184	93094	98959
8	77749	83380	87851	97260	103483
9	80959	86780	91517	101430	108007
10	84179	90180	95182	105599	112524
11	88556	93582	98848	109770	117048
11U	93582				

(d) Effective September 1, 2025 (2.5% increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	54567	59128	61367	66886	70366
1	57437	61997	64668	70699	74540
2	59869	64556	67504	74055	78257
3	63177	68045	71258	78326	82893
4	66474	71527	75019	82599	87525
5	69774	75043	78774	86870	92162
6	73077	78496	82529	91147	96799
7	76381	81981	86289	95421	101433
8	79693	85465	90047	99692	106070
9	82938	88950	93805	103966	110707
10	86283	92435	97562	108239	115337
11	90770	95922	101319	112514	119974
11U	95922				

14.03

Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days

worked in that school year prior to September 1.

ARTICLE XV – RESPONSIBILITY ALLOWANCES

Effective September 1, 2022, all salary grid positions will be adjusted according to the following schedule. In addition to the Basic Teacher’s salary rate the following responsibility allowances shall be paid:

15.01 A. Teacher-In-Charge

A Teacher-In-charge who is assigned for a period of 3 or more consecutive hours in any one school day will receive an allowance of:

- \$28.11 effective September 1, 2022
- \$28.11 effective September 1, 2023
- \$28.11 effective September 1, 2024
- \$28.11 effective September 1, 2025

15.01 B. Principals’ Assistants

The Principal’s Assistant allowance is based upon the size of the school staff:

<u>FTE Teachers</u>	<u>September 1, 2022</u>
---------------------	--------------------------

- | | |
|--------------------------|----------|
| 1 - 5.9 FTE Teachers | \$ 695 |
| 6.0 or more FTE Teachers | \$ 1588_ |

<u>FTE Teachers</u>	<u>September 1, 2023</u>
---------------------	--------------------------

- | | |
|-----------------|---------|
| 1-5.9 | \$ 695 |
| 6.0 or more FTE | \$1588_ |

	<u>September 1, 2024</u>
--	--------------------------

- | | |
|-----------------|--------|
| 1-5.9 | \$ 695 |
| 6.0 or more FTE | \$1588 |

	<u>September 1, 2025</u>
--	--------------------------

- | | |
|-----------------|--------|
| 1-5.9 | \$ 695 |
| 6.0 or more FTE | \$1588 |

15.01 C. Consultants

- \$8388 effective September 1, 2022
- \$8388 effective September 1, 2023
- \$8388 effective September 1, 2024
- \$8388 effective September 1, 2025

In the event the position of consultant be discontinued, the Teacher holding the position, with the exception of a Teacher who was seconded to the position, will be assigned to a position in accordance with Article 10.02D and will be paid for

the position last held for one year, after which time they will be paid according to Article 14.02.

ARTICLE XVI – EXTRA DEGREE ALLOWANCE

16.01 Master’s Degree/Doctorate

- (a) An Extra Degree Allowance will be paid for one Master's Degree or one Doctorate from a Canadian University or equivalent if such Degree or Doctorate is not used to obtain a higher category certification rating.

All salary grid positions will be adjusted according to the following schedule. The allowance shall be paid in addition to those amounts set forth in Articles XIII, XIV and XV and will be as follows:

- \$1475 effective September 1, 2022
- \$1475 effective September 1, 2023
- \$1475 effective September 1, 2024
- \$1475 effective September 1, 2025

NOTE: Prior to the 1984-1985 agreement this allowance was subject to an "aggregate maximum equal to a maximum rate of a Principal". That aggregate maximum was deleted at the request of the Branch Affiliates on the understanding that no future claim for parity would be made by a person who does not have the extra degree.

- (b) Salary adjustments will be made in accordance with 12.02.

ARTICLE XVII – ACCUMULATED SICK LEAVE CREDITS

[See Part A - Central Terms - Article C6.00 SICK LEAVE – Item b\) – Sick Leave Days](#)

17.01 Inclusion

- (a) All full-time Teachers shall be included in the plan.
- (b) All part-time Teachers employed under this Collective Agreement shall be included in the plan on a pro-rata basis.

17.02 Transferring Credits

When a Teacher employed by another board, a municipality, or local board as defined in the Municipal Affairs Act which has established a sick leave credit plan, becomes an employee of this Board, the Teacher shall be credited with the number of days of sick leave credit standing to their credit with the previous employer, subject to the maximum allowed in Article 17.04, providing no gratuity has been paid on the accumulated sick leave credits.
Application for transfer of eligible credits must be completed by the Teacher within six months of the date of hire or the credits will be forfeited.

17.03 Yearly Credits

- (a) For purposes of sick leave, a Teacher shall receive credits for each year of

- service with this Board, equal to 20 sick days less the number of days lost during the year, to a maximum of 200 days.
- (b) A minimum of twelve (12) days of paid sick leave per year is provided for use only in the case of personal disability

17.04 **Additional Credits for Retirement Gratuity**

Those eligible for Retirement Gratuity

For the purposes of retirement gratuity, a Teacher shall receive credits beyond the 200 days maximum for sick leave for each year of service with this Board subsequent to August 31, 1974, equal to 20 days less the number of days lost during the year due to sick leave to a maximum of 300 days.

17.05 **Part Year Credits**

In calculating the accumulated sick leave credit for a partial year of employment, full months of employment only will be used.

17.06 **Calculation**

Accumulated sick leave credits shall be calculated annually as of June 30th. In any school year, a Teacher absent due to illness will be entitled to benefits for the current school year as follows:

- (a) 20 days sick leave for current school year
(b) accumulated sick leave credits as of June 30th, of the preceding school year

17.07 **Yearly Credit Carryover**

If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire.

17.08 **Sick Leave Credit Balance**

- (a) A statement of total sick leave credit balance shall be shown on each employee's payroll portal.
- (b) The opening balance in the statement of accumulated sick leave is deemed to be correct unless written objection is received by the Payroll Department within one year of the date of commencement of employment.
- (c) Charges against the accumulated sick leave credit will be deemed to be correct unless written objection is received by the Payroll Department within one year of the date on which the entry is recorded.

17.09 **Duty to Accommodate**

It is understood that the board has a duty to accommodate its Teachers up to the point of undue hardship.

If an accommodation is required it is the Teachers responsibility to notify the board of the need for an accommodation, provide the specific limitations and restrictions and upon request provide sufficient medical information to support the need for the accommodations.

Any requests for medical information shall be clear with respect to what is required and will take into account what has already been provided.

17.10 Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If Teachers/Occasional Teachers were entitled to receive WSIB top-up on August 31, 2019, deducted from sick leave, the parties must incorporate those same provisions without deduction from sick leave. The top-up amount to a maximum of four (4) years and six (6) months shall be included in the 2019-2022 collective agreement.

Employees who were receiving WSIB top-up on September 1, 2019, shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2019.

ARTICLE XVIII – RETIREMENT GRATUITY

[See Part A - Central Terms – APPENDIX A – Retirement Gratuities](#)

18.01 Retirement Gratuity

Any employee who has served a minimum of five continuous years with this board, or its predecessors, and retires due to any of the following conditions shall be entitled to a Retirement Gratuity:

1. Death.
2. Permanent disability as defined by the Teachers' Pension Plan.
3. Eligibility for and in receipt of a service or disability pension as defined by the Teachers' Pension Plan.
4. With the transfer of pension benefits through the commuted value option, provided that the employee has achieved a factor which is within 1 of the factor required for an unreduced pension or is within 6 months of the minimum age required for a reduced pension.

This provision is not intended to be a service gratuity and if challenged successfully under any statute will be null and void.

The Gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \text{ where}$$

N - is the number of unused accumulated sick leave credit days at time of separation from the board as a Teacher and/or academic official, and

S - is the salary at time of retirement

all subject to the following conditions:

- (a) In accordance with Section 180, Education Act, whereby, in no case shall the gratuity payment be in excess of the amount of one-half of the year's salary at the rate received by the employee immediately prior to their termination of employment.
- (b) All personnel may elect to receive the gratuity in one to three payments. In this, all are advised to consult their income tax office to ascertain the most advantageous plan.
- (c) In the event of the death of an employee, any benefits accrued under any

of the above conditions shall be paid to the beneficiary designated by the Teacher.

- (d) No Teacher in the employ of the Simcoe County District School Board at the date of commencement of its jurisdiction over County schools on January 1st, 1969, will receive a lesser retirement gratuity than that calculated under the policies of their employing board which was dissolved at the time of take-over by The Simcoe County Board of Education.

18.02 Notwithstanding Article 18.01, a Teacher who, during the school year immediately prior to the Teacher's retirement, reduces their contract status shall not suffer a reduction of the gratuity as a result of that reduced contract status.

ARTICLE XIX – ABSENCES

19.01 A. Sick Leave

Current sick leave is used to cover absences due to personal illness/injury (code 01 in ATE EasyConnect) and personal medical/dental appointments (code 02 in ATE EasyConnect).

19.01 B. Supplemental Absences – Approval of Principal

Supplemental absence credits may be used to cover the following absences:

1. community or public service of an emergency nature - (not for regularly scheduled or normal events falling during the school day).
2. serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition.
3. bereavement leave as required by the particular circumstances.
4. educational examinations involved with the Teacher's professional qualifications.
5. convocation or graduation involving the Teacher, the Teacher's spouse, child or parent. It is understood that spouse includes common-law and same sex partners.
6. inclement weather unless the school is declared closed under Policy 4470 (if in the opinion of the Principal and the Superintendent of Schools the absence was not justifiable, a day's pay shall be deducted).
7. court dates and appointments involving custody of the member's child or children, provided that valid documentation of the court date is submitted to Human Resource Services prior to the absence.
8. appointments related to fostering a child.
9. Attendance at Teachers own Citizenship Ceremony.

Approval of Principal and Superintendent of Human Resource Services

In addition, on the request of the Teacher and with the prior approval of the Principal and the Superintendent of Human Resource Services or designate, supplemental absence credits may be used to cover the following absences:

10. community or public service of a special nature (not for regularly scheduled or normal events falling during the school day).
11. attendance at Federation Executive Meetings for an official office-holder.

NOTE: For staff who are not attached to a specific school, prior approval shall be obtained from the appropriate immediate supervisor and the Superintendent of Human Resource Services.

19.01 C. Approval of Superintendent of Human Resource Services

On the request of the Teacher and with the prior approval of the Superintendent of Human Resource Services or designate, supplemental absence credits may be used to cover absences for unusual personal reasons not obviously covered by the above.

When the leave has been granted, the Principal of the Teacher's school will be informed, by the office of the Superintendent of Human Resource Services that a leave for personal and confidential reasons has been granted.

19.01 D. No Loss of Credit

The following absences shall be without loss or gain of salary and without loss of sick leave credits provided there is reasonable notice and planning under the circumstances.

1. quarantine (any case where, because of exposure to communicable disease the member is prevented by the order of the public medical health authorities pursuant to the *Public Health Act*, from attending upon the member's duties).
2. jury duty
3. subpoena
4. recognized religious holidays/Indigenous cultural/ceremonial events.
5. unusual, and urgent personal reasons approved by the Superintendent of Human Resource Services or designate.

For Example;

- Additional bereavement leave as required by the individual circumstances to be approved subject to and contingent on the five (5) supplementary days being exhausted.
- Additional personal circumstances as required by the individual circumstance to be approved subject to and contingent on the five (5) supplementary days being exhausted.
- Should a teacher need to request approval for additional supplemental days, the parties strongly encourage the teacher to contact SCETF to discuss the

application process and criteria.

19.02 Certificate – Practitioner

In the first case of personal illness of three (3) consecutive days, an acceptable certificate from a qualified practitioner or a letter from the Teacher stating the reason for the absence and authorizing the board to confirm the necessity for the absence may be requested. Such an acceptable certificate or letter may be requested for cases of personal illness which total more than five (5) school days in the same school year.

19.03 Inclement Weather

- (a) In the event of weather conditions which result in the cancellation of buses but roads remain open, members will be expected to make a reasonable effort to report to work. If a member is unsuccessful in reporting to work or they anticipate being delayed, the member will notify their immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site;
 - (i) There will be no deduction of supplementary absence credits for staff who report to work within the first (3) three hours of their work day,
 - (ii) For staff who report to work more than (3) three hours after the start of their work day supplemental absence credits will be deducted proportionate to the length of the day the member was absent.
- (b) After making every reasonable effort, a member who determines that they will not be able to report to work because of inclement weather conditions, shall contact their immediate supervisor and will have the day charged against supplemental absence credits, if the school or office remains open for the day. The member will be responsible for entering the absence into ATE EasyConnect.

19.04 Loss of Pay

Absences that are not approved under the terms of Article XIX will result in loss of pay unless there are extenuating circumstances satisfactory to the Superintendent of Human Resource Services or designate.

19.05 Fifth Disease

When a case of Fifth Disease in the school becomes known to the principal, they shall notify the school staff. If a pregnant Teacher is advised by their physician not to attend the workplace where there is a known case of Fifth Disease, at the discretion of the board the Teacher will be assigned to an alternative workplace where Fifth Disease has not been reported. Should an alternative workplace not be available then the Teacher will be assigned to home with pay.

If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing, at the employee's cost, as soon as possible. During the waiting period pending receipt of the test results the employee will be

immediately reassigned out of their regular workplace to an alternate workplace. As soon as it is available to the employee, the employee will forward the medical documentation to Human Resource Services.

Employees with immunity to Fifth Disease will return to their regular workplace. Employees without immunity will continue to be reassigned out of their regular workplace until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular workplace.

19.06 Absences for Personal Reasons

The board shall grant one (1) day leave of absence which may be taken in ½ day increments without loss or gain of salary and without loss of sick leave credits to a Teacher required to be absent for personal reasons beyond the control of the Teacher. The Teacher shall give the principal 48 hours verbal and or email notice where possible and reasonable. This absence will be deducted from the 5 supplementary absence credits. Such leave shall;

- (i) not be granted to extend the following holiday periods: Winter Break, March Break and Summer Vacation,
- (ii) be provided if there are expected to be enough available occasional staff to cover for absent employees, and subject to reasonable system and school requirements,
- (iii) not normally include the first week of the school year and days needed to support student assessment periods and parent reporting.

ARTICLE XX – EMPLOYEE BENEFIT PLANS

[See Part A - Central Terms – Article C5.00 - Benefits](#)

20.01 Selection of Benefit Plans

The selection of insurance carrier(s) and the design of the various insurance plan(s) will be at the sole discretion of the Union.

Commencing June 1, 2007 and every year thereafter the Union will inform the board of its selection for insurance carrier/agent on or before June 1 every year.

20.02 Board Participation

- (a) Teachers who are members of the bargaining unit will benefit from the board contributions in Articles 20.03 and 20.05 unless they opt out.
- (b)
 - (i) Part-time Teachers who are members of the bargaining unit will benefit from board contributions that are pro-rated to the amount of time assigned to teach unless they opt out. Benefits covered are those in Article 20.03.
 - (ii) Notwithstanding 20.02 (b)(i), benefits received in the plans described in Article 20.03 are not dependent upon the amount of time assigned to teach.

- (iii) The benefit available under 20.05 is dependent upon actual salary and cannot be increased by personal premium contributions.

20.03 Group Extended Health and Dental Insurance

- (a) Effective September 1, 2008, the board will contribute \$301.78 per month per employee enrolled in the Group Extended Health and Dental plan.
- (b) Effective September 1, 2009, the board will contribute \$326.60 per month per employee enrolled in the Group Extended Health and Dental plan.
- (c) Effective September 1, 2010, the board will contribute \$353.65 per month per employee enrolled in the Group Extended Health and Dental plan.
- (d) Effective September 1, 2011, the board will contribute \$383.12 per month per employee enrolled in the Group Extended Health and Dental plan.
- (e) Teachers who are enrolled in the Group Extended Health and Dental plan whose contract is less than 1.0 full-time equivalent (FTE) shall reimburse the board for the difference between their contract FTE and 1.0 FTE at the family or single premium rate as determined by the Carrier in consultation with the Union, as applicable.
- (f) Teachers on an unpaid leave of absence who are enrolled in the Group Extended Health and Dental plan and choose to continue their benefits shall reimburse the board for the full amount of the family or single premium rate as determined by the Carrier in consultation with the Union, as applicable.

20.04 Group Life Insurance and AD&D

- (a) The board agrees to administer a Group Life and an Accidental Death and Dismemberment (AD&D) Insurance Plan approved by the Union.
- (b) Effective November 1, 2006 participation in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan shall be a condition of employment for any Teacher employed for 0.5 or greater.
- (c) Notwithstanding b, any Teacher not enrolled in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan, as of October 31, 2006, may continue their non-participation in the Group Life Insurance and AD&D Plan without adverse affect on their employment status.

20.05 Long Term Disability Insurance

- (a) The board will administer a Long Term Disability Insurance Plan approved by the Union and all premium costs of such plan will be paid by the employees.
- (b) Effective November 1, 2006 participation in the Long Term Disability Insurance Plan shall be a condition of employment.
- (c) Notwithstanding b, any Teacher not enrolled in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan, as of October 31, 2006, may continue their non-participation in the Group Life Insurance and AD&D Plan without adverse affect on their employment status.

- (d) A Teacher on LTD will lose their attachment to their home school after three consecutive years of absence based on a combination of sick leave and LTD. Upon their return, HR and the union will place the teacher into a new location.

20.06 Ontario Sales Tax

The contributions defined in Articles 20.03 and 20.05 include Ontario sales tax.

20.07 Administration

For the purpose of Article 20, the term “administer” shall mean the registration of members, the deduction of the necessary premiums from the employee’s pay and other related functions as defined by the Union subject to the requirements of the Insurance Carrier.

20.08 Insured Benefit Plans as a Condition of Employment

- (a) Newly employed personnel employed for 0.5 or greater and who are subject to the conditions of this Agreement will be automatically enrolled in all insured benefits. Coverage will be effective as of the date of their commencing employment.
- (b) Effective September 1st, 2001, every newly hired Teacher shall be enrolled in the Long Term Disability Plan and shall remain in the plan until such time as their total number of sick leave credits equals the number of school days to retirement and the pension payment equals or exceeds the Long Term Disability benefit. In this case, consultation with the LTD Co-ordinator should occur prior to withdrawing from the plan.
- (c) For the duration of this Collective Agreement, the following re-entry procedures are applicable to any person employed under the terms of the agreement who had opted out of one or more benefits as of October 1, 2006:
 - (i) application for entry or re-entry is subject to the acceptance of the Insurer and must be supported by a "Statement of Health" satisfactory to the Insurer,
 - (ii) application for entry or re-entry into the Extended Health Plan must be supported by a Statement of Health from the employee and each of their dependents. Such Statements of Health must meet the Carrier's under-writing requirements.
- (d) An employee who is now insured for or who elects to enrol for the lesser amount of Life and Accidental Death and Dismemberment Insurance may, on application, move to the higher level of protection on submission of medical evidence of insurability satisfactory to the insurers. Such evidence as may be required must be at the expense of the applicant.
- (e) Personnel proceeding on leave of absence for a specified duration and enrolled in one or more of the insured benefit plan(s) will have the full premium for such benefit(s) deducted from their last pay cheque through to the date specified for termination of their leave of absence. On written

notice to the Payroll Department that the benefit(s) are not required, the unused portion of the prepaid premium(s) so deducted will be refunded. Re-entry into any plan(s) for such persons would be subject to the conditions of item (c). On return to the board's service, personnel who have continued their coverage(s) will be continued in these benefits on a payroll deduction basis, unused prepaid premium(s), if any, will be refunded.

20.09 Employee Dependent Record Maintenance

The board shall maintain in electronic format Life, Extended Health and Dental plan enrolment records including dependent information necessary to the administration of the benefit plans in a style which can be transferred to the Union or its agent on a weekly basis.

20.10 Audit of Board Records

The Union or its agent will be entitled to audit Life, Extended Health, and Dental and LTD original enrolment information to verify the accuracy of board electronic records.

20.11 Benefits Officer

Effective September 1, 2007, at the request of the Union the board shall grant release time for a Teacher to act as a Local Benefits Officer.

The Union shall inform the board, by June 1, of each year, of the following:

- i) the name of the Teacher appointed and;
- ii) the amount of release time required, which shall not be less than 0.5.

The Teacher shall not suffer any loss of salary or sick leave credits.

20.12 Early Intervention Notification

The board shall provide, on a weekly basis reports which provide a list of SCETF members who have had five (5) or more consecutive days of absence and members who are on a paid Sick Leave or a WSIB Leave.

ARTICLE XXI – SENIORITY

21.01 Seniority – Definitions and Considerations

- (a) Effective September 1st, 1998, seniority is defined as the length of total service a union member has given under the terms of this Collective Agreement to the Simcoe County District School Board or its predecessors.
- (b) The seniority of a part-time Teacher will be pro-rated to that of a full-time Teacher as follows:
 - (i) “half-time or more service that is given after September 1st, 1988, in the Simcoe County District School Board shall be considered as full-time service for the purpose of calculating the Teacher’s years of

seniority.”

- (ii) “Service that is less than half-time during the period September 1st, 1988 to August 31st, 1998, with the Simcoe County District School Board or its predecessors shall be pro-rated in accordance with assigned time worked. Pro-ration shall be based upon ten (10) months per year and twenty days per month.”
 - (iii) “Service that is less than half-time since September 1st, 1998, with the Simcoe County District School Board shall be credited with .5 for the purposes of seniority.”
- (c) Where seniority as defined in (a) above is equal, order on the list shall be determined as follows:
- (i) all continuous occasional service in the elementary panel, and where such is equal;
 - (ii) service in the secondary panel with the Simcoe County District School Board, and its predecessors, and where such is equal;
 - (iii) service with other Ontario school boards, and where such is equal;
 - (iv) by current school year start date and where such is equal;
 - (v) by lot, conducted at the SCETF Office.

This change will become effective September 2nd, 2001.

- (d) While on Leave of Absence Without Pay, granted subsequent to September 1st, 1998, which does not exceed thirty-six (36) consecutive calendar months, a Teacher shall continue to accumulate seniority with the board.
- (e) The Board seniority list will be available on the SCDSB Staff website. All teachers will be listed in order of board seniority as determined by 21.01 and shall be updated and released annually for Spring Staffing. The Board shall ensure that all members and the Union are notified that the list has been published along with directions on how to access the list. School seniority lists shall be made available no later than March 1st.
- (f) Questions regarding the calculation of a member’s seniority, shall be brought forward to the attention of HR Services, by the member within twenty (20) school days of the list being updated and released for Spring staffing. After such time, the list will be deemed accurate.
- (g) In the event of county redundancy as defined in Article 10.01 B, those affected shall have their seniority reviewed. This review shall be conducted by the Board and the Local in accordance with Article 21.01 (c). For clarity those affected shall include those members below the cutoff line and the 25 members above the cutoff line.

21.02

Acquisition of School, Program and Staff

In the event that the Simcoe County District School Board should acquire a school or program which entails the retention of teaching staff who were not on contract with the Simcoe County District School Board prior to the acquisition of the school or program, the following provisions shall apply:

- (a) (i) The seniority of teaching staff in the school or program prior to the acquisition, by the Simcoe County Board, shall be applicable only within the school or program. Subsequent to the acquisition of such a school or program, should a Teacher employed by the Simcoe County District School Board transfer into the school or program, the Teacher shall acquire school or program seniority.
- (ii) Any future reduction of staff within such a school or program would be based upon seniority within the school or program.
- (iii) At the time of acquisition of such school or program, staff will be placed on the Elementary Teachers' seniority list in accordance with the provisions of Article 21.01 of this Collective Agreement.
- (iv) In the event that an original member of the staff of the school or program transfers to another position outside of the school or program, their seniority will consist only of seniority gained since the effective date of acquisition of the school or program by the Simcoe County Board.
- (vi) School or program seniority will cease to exist when the original staff at the time of acquisition have been replaced through resignation, retirement or transfer.
- (vii) Changes to Article XXI may be made by mutual agreement between the board and the Union.

ARTICLE XXII – DEFERRED SALARY LEAVE PLAN

A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Human Resource Services Department.

The Deferred Salary Leave Plan (referred to as “the Plan”) was developed to afford contract Teachers the opportunity of taking a leave of absence which is financed through the deferral of their salary.

The parties agree to maintain the Plan to reflect regulations of the Canada Revenue Agency (CRA), as amended from time to time. The board agrees to provide a link to the Plan details on the staff web-site to include the application form, salary deferral information and a link to CRA.

22.01 A. Qualifications

- (1) Any Teacher on a permanent contract may apply for a Deferred Salary Leave Plan.
- (2)

22.01 B. Method of Application

- (1) Teachers are requested to apply for DSL of Absence as far in advance as

possible in order to aid in planning for staffing.

- (2) Preliminary approval of the DSL of Absence shall be given within one month of the receipt of the application.
- (3) A contract Teacher wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval, no later than March 15th preceding the September in which they wish to enter the Plan or no later than October 15th preceding the January in which they wish to enter the Plan. Application forms will be available on the staff web-site.
- (4) Final approval of the DSL of Absence shall be given within three (3) months of the preliminary approval.
- (5) All requests for DSL of Absence for periods other than a school year, school term or semester, shall be accompanied by reasons for the time requested.
- (6) In the event that a suitable replacement cannot be found for a Teacher who has been granted a leave, the board may defer the year of leave. In this instance, a Teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. Payment shall be made within 60 days.
- (7) All Teachers wishing to participate in the plan shall be required to sign a contract, supplied by the board, before final approval of the leave will be granted.
- (8) Requests for leave that do not receive preliminary approval will be reviewed by an Administrative Committee composed of two members of Administrative Council and two representatives of the Union appointed by the Union.
- (9) A list of the leaves granted will be provided to each member of the Administrative Committee identified in 8 above.

22.01 C. Conditions of the Leave

- (1) A Teacher on DSL of Absence must give notice, in writing, to the Principal and the Superintendent of Human Resource Services, of an intention to return:
 - (a) by March 1st of the year of leave for return in September of the following school year, or
 - (b) by two (2) months in advance for return at the beginning of the second or third term of the school year.
- (2) Normally a DSL of Absence will not be granted for a period longer than 12 consecutive calendar months.
- (3) Upon return from a DSL of Absence, the Teacher shall be assigned to a similar position, including a position of responsibility, in the original school subject to the requirements of C(1) and the conditions of Article 10.01.
- (4) The replacement for the Teacher, whether hired or a Surplus Teacher, shall

be considered to be placed only while the Teacher is absent on the DSL of Absence.

- (5) The taking of a DSL of Absence shall not alter the number of days to the Teacher's credit in the sick leave plan immediately prior to the start of the leave.
- (6) Effective September 1st, 1988, a Teacher shall continue to accumulate seniority with the board while on a DSL of Absence that does not exceed twenty-four (24) consecutive months.

22.01 D. Monetary Arrangements

- (1) The board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the Teachers.
- (2) A Teacher who participates in the plan or anticipates making application for a DSL of Absence, shall request that the board deduct any portion of the Teacher's salary for any given number of years prior to the year of leave. These deductions shall be deposited in a trust fund designated by the board.
- (3) A Teacher may alter the amount of the salary deduction by giving the board 60 days' notice in writing.
- (4) Should a Teacher leave the employ of the board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the Teacher or the Teacher's estate within 60 days.
- (5) A Teacher may withdraw from the plan at any time prior to the signing of the DSL of Absence contract, in which case monies owed and interest accumulated shall be paid to the Teacher or Teacher's estate within 60 days.
- (6) A Teacher making contributions to the Ontario Teachers' Pension Plan must comply with the requirements of the Ontario Teachers' Pension Plan and must make such arrangements prior to the commencement of a leave.
- (7) Teachers wishing to retain the employee benefits coverage must assume the full cost of the premiums of the benefit plan during the DSL of Absence. Benefit premiums will be deducted from the Teacher's bi-weekly payments.

ARTICLE XXIII – LEAVE OF ABSENCE WITHOUT PAY

A Teacher who is granted a leave will ensure that, prior to beginning the leave; arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Human Resource Services Department.

Leave of Absence Without Pay

- (a) Notwithstanding Article 26.10, a Teacher may be granted a Leave of Absence Without Pay for a period not to exceed three (3) years, except to the extent the return to work date is within six (6) weeks of a school break (i.e. Winter or March break) or the end of the school year, in which case the leave may be extended to the school break or June 30, whichever is sooner, at the discretion of the Superintendent of Human Resource Services and with the agreement of the Union. Such leave shall be without accumulation of sick leave credits. There shall be no restriction on the ability to work while on an unpaid leave of absence if the member is applying for a leave due to the relocation of the member's partner.
- (b) The Teacher may maintain, at no expense to the board, employee benefit coverages during the Leave of Absence Without Pay.
- (c) A Teacher shall make an initial application for a Leave of Absence Without Pay or notify of their intention to return or request a renewal, in writing, to the Superintendent of Human Resource Services, with a copy to the Principal:
 - (i) by March 15th for the following September, or
 - (ii) by October 15th for the following January.
 Requests to begin a leave, return from a leave or renew a leave at any other time may be considered.
- (d) Upon the expiration of a Leave of Absence Without Pay granted subsequent to January 1st, 1986, the Teacher will be assigned a position at their original workplace subject to the provisions of Article 10.01.
- (e) While on Leave of Absence Without Pay, granted subsequent to September 1, 1998, which does not exceed three (3) consecutive years, a Teacher shall continue to accumulate seniority with the board.
- (f) Upon return from the Leave of Absence Without Pay, sick leave days accumulated prior to the Leave of Absence Without Pay will be re-instated.
- (g) In cases where the absence is compensable under the Workplace Safety and Insurance Act, the period of absence to be charged to the sick leave credits shall be equal to the payment made by the board to the Teacher.
- (h) Leaves for International/Interprovincial teaching may be considered/reviewed if the employment is at an accredited, government licensed school and benefits programing upon the member's return to SCDSB.

ARTICLE XXIV – FEDERATION RELEASE TIME

A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements

have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Human Resource Services Department.

24.01 Union Release Time

The following absences of a Teacher may be allowed for Union business without loss of salary or sick leave credits subject to such conditions and arrangements as may be required by Administrative Council. The board shall be reimbursed by the Union for all the costs of the Occasional Teachers (long-term or daily casual as appropriate in the circumstances described below). These absences shall be limited to:

- (a) The President and four (4) FTE Teachers, including the Benefits Officer provided for in Article 20.11, to carry out the business of the Union.
- (b) Teaching positions vacated by the four (4) FTE positions of the SCETF, will be filled by Long Term Occasional Teacher(s), and the Union will reimburse the board for all of the costs of the Long Term Occasional Teacher(s).
- (c) The board shall grant release time to members of the Union to fulfil Union duties on a .5 or 1.0 FTE basis, subject to Article 24.01 (b). The release time shall be requested by the Union President or designate. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- (d) Individual Teachers may be released from their normal duties, upon receipt of reasonable notice to the Superintendent of Human Resource Services, or designate, in order to perform other duties which are of mutual interest to the board and the Union, as determined by the board. For these individual days, the Union will reimburse the board for the cost of Teacher's replacement at the daily rate of an Occasional Teacher. In the event that a Teacher is released for an absence of ten (10) or more consecutive days, the Union will reimburse the board the full grid rate cost of a replacement long-term Occasional Teacher.
- (e) Leave of absence, shall be granted to any Teacher who holds an elected position requiring full-time duty at the provincial level.

24.02 Seniority and Experience

Teachers released in accordance with Article 24.01 will continue to accumulate seniority and teaching experience.

24.03 Return from Federation Leave

- (a) Upon the expiration of a Federation Leave which does not exceed three (3) consecutive years, the Teacher will be assigned to a position for which they are qualified in the original school subject to the provisions of Article 10.
- (b) Upon the expiration of a Federation Leave which does exceed three (3) consecutive years the Teacher will be assigned to the original staffing area

into a vacancy for which they are qualified, should a vacancy exist, subject to the provisions of Article 10.

24.04 Deduction of Fees

The board shall deduct a local Union fee for the payment of Union leaves which is duly approved according to the constitution of the Union. The Union shall provide the board with copies of the official minutes authorizing this fee.

24.05 Salary and Benefits of President

Effective September 1st, 1998, the board will pay \$45,000 of the salary and benefits for the Union President.

24.06 Union Negotiating Team Expenses

The board shall release members of the bargaining unit's negotiating team from teaching duties at the expense of the board for each day the board wishes to negotiate during regular business hours.

ARTICLE XXV – LOAN OF SERVICE OR SECONDMENT

25.01 Loan of Service or Secondment

- (a) A Teacher, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a loan of service or a secondment with an agency approved by the board.
- (b) A Teacher on a loan of service with another agency (eg. D.N.D., Ministry of Education, Faculties of Education) shall be covered by the terms and conditions of this Collective Agreement unless the Teacher has signed an agreement with the agency which specifies different terms and conditions of employment. If such is the case, the terms and conditions accepted by the Teacher shall take precedence over this Collective Agreement.
- (c) Upon the expiration of a loan of service or a secondment which does not exceed three (3) consecutive years, the Teacher will be assigned a position at their original workplace subject to the provisions of Article 10.
- (d) In the event that the Teacher was granted a loan of service or a secondment which exceeded three (3) consecutive years, upon expiration, the Teacher will be assigned a position in the County subject to the provisions of Article 10.

25.02 Secondment Within the Board

A Teacher who accepts a secondment within the SCDSB will remain attached to their school for staffing purposes for a maximum of three (3) years. In the event that the Teacher was granted an internal secondment which exceeded thirty-six (36) consecutive months, upon expiration, the Teacher will be assigned a position in the County subject to the provisions of Article 10.

ARTICLE XXVI – PREGNANCY AND PARENTAL LEAVE OF ABSENCE

[See Part A - Central Terms – Article C10.00 STATUTORY LEAVES OF ABSENCE/SEB –Item C10.2- Pregnancy Leave](#)

A Teacher who is granted a leave will ensure that, prior to beginning the leave; arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Human Resource Services Department.

26.01 Effective Date

- (a) The board shall grant to a Teacher a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the Teacher requests.

- (b) Effective September 1st, 2003, upon approval of the H.R.S.D.C., the board will provide a weekly benefit payable for the two-week waiting period at a weekly rate equal to 95% of the Teacher’s normal weekly earnings providing the Teacher complies with the conditions in the SEB plan (Article 27.14). Normal weekly earning to be calculated as follows:

$$\frac{\text{Teacher's annual earnings}}{5 \text{ days No. of days in the school year}}$$

- (c) The board shall provide a top up to 100% of the Teacher’s salary for the six (6) weeks of pregnancy leave following the waiting period.

- (d) A Teacher who is eligible for E.I. benefits may only use the provisions of 26.01 (b) and (c). A Teacher who is not eligible for E.I. benefits and who provides medical substantiation for the need may use sick leave credits. A Teacher may only access the number of sick day credits available to her under

- (e) The benefits provided in Articles 26.01 (b), (c) (d) are intended to be income replacement and may only be claimed for days when the Teacher would otherwise have worked.

26.02

Adoption Leave

- (a) In accordance with the Employment Standards Act, Adoption Leave is a Parental Leave.
- (b) Adoption leave refers to the coming of a child into custody, care and control of the parent for the first time. In the event that the child comes into their custody, care and control sooner than expected, the Teacher may commence leave immediately. The Teacher shall provide written notice of the leave within ten (10) days after the Teacher has begun the leave.

A Teacher may request use of supplemental absence credits for travel needs for the adoption of a child. Dependent on circumstances, up to five (5) days in a school year may be approved by the Superintendent of Human Resource Services.

26.03

Leave For The Birth Of A Child

- (a) One (1) Leave Day without loss or gain of sick leave credits shall be available to attend the birth of their child.
- (b) One (1) Parental Leave Day charged to supplemental absence credits shall be available following the birth of their baby.
- (c) Where possible and reasonable advance notification shall be given to the board concerning the plans for said leave.

26.04

Child Care Leave

- (a) A Teacher may make a written application for an unpaid Child Care Leave; such a leave may be an extension of a pregnancy or parental leave.
- (b) No Teacher shall expect a Child Care Leave to extend for longer than a two year period.
- (c) A Teacher may be granted a return from their Child Care Leave by providing two (2) weeks written notice to the Superintendent of Human Resource Services. Such requests may be considered if vacancies exist, as a result of resignations or retirements, in accordance with the Teacher's qualifications.

26.05

Sick Leave

Normal pregnancy is not an illness under the terms of the Sick Leave Plan. A Teacher who suffers a pregnancy-related illness, while still working, shall qualify for sick leave during the illness.

26.06

Seniority, Benefits and Teaching Experience

- (a) Seniority shall accumulate for all Pregnancy and Parental leaves and military leaves.
- (b) The board shall pay its share of all benefits of a Teacher on a Pregnancy or Parental leave.

- (c) Teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy, Parental and Adoption Leaves.

26.07 Salary Upon Return

When a Teacher returns to duties upon the expiration of a Pregnancy or Parental leave, salary shall be paid in accordance to the portion of the year taught.

26.08 Position Upon Return

Upon the expiration of a Pregnancy, Parental or Pregnancy / Parental / Child Care leave combination, which does not exceed a total of 3.5 years, the Teacher will be assigned a position in the same division at their original workplace, subject to the provisions of Article 10.

26.09 Termination of Leave

A Teacher may terminate a pregnancy leave or parental leave and return to work upon providing the board with two (2) weeks' written notice.

26.10 Maximum Leave

A Child Care leave immediately following a pregnancy/parental leave, shall not exceed a total of 3.5 years combined. A Teacher may apply in writing to the Manager of Human Resource Services to extend the leave for up to two months in order that the leave ends at a scheduled school break including but not limited to (Winter or March break) or at the end of the school year, or at times mutually agreeable to both the Teacher and the board.

26.11 Seniority and Teaching Experience

If the board requests that a Teacher extend a pregnancy or parental leave and the Teacher consents to the extension, the extended leave shall be with full pay and benefits. Seniority and teaching experience shall continue to accumulate during such leave.

A Teacher returning from an extended leave at board request shall be reassigned to a position in the same division at their original workplace, subject to the lay-off procedures in Article 10.

26.12 Accumulation of Seniority

Seniority for the purpose of declaration shall continue to accumulate during all Pregnancy / Parental / Child Care leave combination leaves for a maximum of 3.5 years on any one occasion, granted since September, 1988.

26.13 Pregnancy Related Re-Assignment

A Teacher who is pregnant or breastfeeding and provides a medical certificate verifying that their working conditions are unsafe or unhealthy to the Teacher, an unborn child, or a breastfeeding child, shall be reassigned to another assignment. The Teacher will co-operate with the board in its accommodation efforts.

Supplemental Employment Benefits (Seb) PlanSee Part A - Central Terms – Article C10.00 STATUTORY LEAVES OF ABSENCE/SEB –Item C10.2- Pregnancy Leave

- (a) The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by Teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves.
- (b) Only Teachers granted a Pregnancy Leave or an Adoption Leave are covered by this Plan.
- (c) The other requirements for receipt of a SEB are:
- (i) the Teacher must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (ii) an application for SEB must be made by the Teacher on a form to be provided by the board and the Teacher shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - (iii) the Teacher shall sign an agreement with the board indicating:
 - that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the board under this Agreement); and
 - that should the Teacher not comply with (i) above the Teacher shall reimburse the board any monies paid to the Teacher under this SEB Plan.
- (d) A Teacher must have applied for E.I. benefits before a SEB becomes payable.
- (e) A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the Teacher has applied and qualified for E.I.
- (f) A Teacher shall not have the right to a SEB payment except for Supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- (g) The two week waiting period before E.I. benefits commence is the

ARTICLE XXVII – RETURN FROM LEAVESReturn From Leaves

Excluding Articles 22.01, 23.01, 26.04 and 26.10, no Teacher having been granted a leave or any combination of types of leaves will be guaranteed a return to the original school if the period of the leave exceeds three (3) consecutive years.

ARTICLE XXVIII – WORKING CONDITIONS

28.01

Preparation Time

- (a) Notwithstanding other provisions in this Collective Agreement, the board may assign the additional teaching staff generated by the increase in elementary Teacher preparation time above the 2008-09 level, to enable full-time school based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- (b) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide Teacher coverage, as opposed to regular specialist Teachers.
- (c) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during their scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than ten (10) instructional days after the loss of the preparation time. Teachers shall be given at least one (1) day notice when their missed planning time will be made up, unless agreed to by principal and Teacher.
- (d) Notwithstanding Article 28.01 (c), preparation time may be re-scheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the Principal in such cases, Teacher shall be entitled to have such time made up within ten (10) instructional days. Teachers shall be given at least one (1) day notice when their missed planning time will be made up, unless agreed to by principal and Teacher.
- (e) The Parties agree that preparation time for a full-time Teacher currently eligible to preparation time shall be as follows:

August 31, 2012 240 minutes per cycle of five instructional days.
- (f) Notwithstanding 28.01 (e and g), where a classroom Teacher does not have full-time instructional duties, such time shall be prorated accordingly.
- (g) A classroom Teacher is any Teacher who teaches students and includes a part-time Teacher.
- (h) Preparation Time shall be scheduled in blocks of not less than thirty (30) consecutive minutes.

30 minute planning time blocks to start in September 2014 with the

provision allowing 20 minute blocks where an operational necessity is jointly approved by the board and union.

- (i) Notwithstanding 28.01 (h) A Part Time Teacher may receive (2) blocks of planning time of not less than twenty (20) minutes when necessary.
- (j) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (k) Preparation time shall be used as determined by the Teacher. Preparation time shall be spent in the school unless the Teacher has the consent of the principal to leave the school.
- (l) Preparation time coverage will be provided only for classroom Teachers, including County Special Education classes, but excluding section 20.
- (m) The parties agree that existing practices or provisions as at March 1, 2005 respecting preparation time that provide a greater benefit in a school to the provisions set out above, will be maintained.
- (n) The board shall not combine classes for the sole purpose of providing preparation time.
- (o) Teachers in Planning Time Assignments

Teachers in planning time assignments shall have their schedules arranged by the principal. These schedules shall be fair, consistent, reasonable and equitable.

- (p) Tentative schedules for the following year's teaching assignments including report card responsibilities shall be provided to teachers in a planning time assignment prior to June 30.
- (q) Teachers assigned planning time responsibilities in two (2) divisions shall have the number of subjects limited to a maximum of three (3).
- (r) Teachers assigned planning time responsibilities in all three (3) divisions shall have the number of subjects limited to a maximum of two (2).

28.02 Lunch Break

Each Teacher shall be entitled each day to a scheduled period of not less than forty (40) consecutive minutes for lunch.

28.03 Teacher Absence

The board shall make every reasonable effort to replace an absent classroom Teacher with an Occasional Teacher.

28.04 Workload

The distribution of assigned duties will be monitored by the In-School Staffing Committee.

28.05

Regular Staff Meetings

- (a) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers.
- (b) Regularly scheduled staff meetings shall be held no more than once per month and there shall be no more than ten (10) per school year.
- (c) Each meeting shall be no more than 75 seventy-five minutes in length.
- (d) When regularly scheduled staff meetings are held after school, they shall start no later than 15 minutes after the end of the instructional day, unless unforeseen circumstances occur. These meetings may include administrative and Teacher issues, professional development, training and other matters aligned with school and board goals.
- (e) The first ten (10) minutes of each staff meeting shall be dedicated to the sharing of any and all relevant worker health and safety issues.
- (f) Teachers are expected to attend regularly scheduled staff meetings.
- (g) Teachers shall have the right to place items on every staff meeting agenda. An agenda shall be distributed to all Teachers in advance of each staff meeting. The principal has the right to create the agenda.
- (h) The first staff meeting in September shall be dedicated to reviewing policies and procedures including but not limited to:
 - Assessment, Evaluation and Reporting
 - Children in Need of Protection
 - Emergency Preparedness and Procedures
 - Equity and Inclusive Education
 - Homework
 - Inclement Weather, Closing (Temporary) of Simcoe County District School Board (SCDSB) Facilities
 - Reporting Violent Incidents
 - Student Discipline Procedures
 - Workplace Violence Prevention (which will include Safety Plan - Notification of Worker Risk)

28.06

Extra Curricular Activities

It is understood that extra curricular activities (such as student sports, clubs, activities) are voluntary.

28.07

Supervision Minutes

- (a) Supervision minutes shall be defined as the minutes Teachers are assigned to supervise students outside of the Instructional day as defined in Article 7.01. Unless specifically assigned Teachers shall not be required to perform supervisory duties outside of the Instructional Day as defined in Article 7.01.
For clarification, assigned duties before the scheduled start time for instruction shall be counted as part of the supervision duties assigned.

- (b) Effective on the date of ratification, the maxima of supervision minutes for elementary Teachers will be of 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- (c) The parties agree that existing practices or provisions as at March 1, 2005 respecting supervision time that provide a greater benefit in a school to the provisions set out above, will be maintained except to the extent the school needs change due to factors beyond the control of the school.
- (d) A Teacher on part-time assignment shall be assigned Supervision time pro-rated to their FTE assignment.
- (e) Supervision shall be assigned by the principal once it has been reviewed by the In-School Staffing Committee on as equitable a basis as possible, taking into account the Teacher's preferences.
- (f) When a Teacher is away from their school for the purpose of a school trip, their supervisory duties will be covered at the school and the Teacher shall make an attempt to arrange the coverage. In cases where the teacher demonstrates that they were unable to trade supervision duty, the administrator will arrange for coverage.

28.08 Five Days Preceding the School Year

It is not the intention of the board to require Teachers to work during the five days preceding the start of the school year.

If the board requires a Teacher or a group of Teachers to work during these periods, because of requirements announced by the Ministry of Education or because of the delivery of specific training, these Teachers will be granted lieu time during the following school year at times mutually agreed to between the Teacher and the board.

28.09 Peer Coaching and Mentoring

Except as otherwise required in the Education Act, regulation, or through SCDSB seconded positions, no Teacher shall be required to act as a peer coach or mentor to another Teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any Teacher.

28.10 Report Card Writing Days

- (a) Effective in 2012-13, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first report card and one prior to the second report card. Each day shall occur at least one (1) week and not more than (3) weeks prior to the due date for the term 1 and term 2 report cards/the Kindergarten Communication of Learning to be submitted to administration respectively.
- (b) In consultation with the school's Teachers, the principal shall establish the due dates for all report cards/ progress reports by no later than September

30 each year.

- (c) For teachers moving locations, or full grade change due to turn around day, a request may be made for an extension of up to a maximum of two (2) days for submission of data for the November progress reports to the school administration. The extension must not impact board submission deadlines.

28.11 P.A. Day in Lieu

When a P.A. Day is designated as a day for interviews with parents, and a Teacher has conducted interviews in the evenings, the Teacher shall be granted one-half lieu day to be taken on the P.A. Day.

It is understood and agreed that the ½ day of lieu time is at no additional cost to the board.

28.12 New Software Program

The Board will meet with the Union prior to the implementation of any new software programs (for example, report card or IEP programs) to allow for discussion and feedback in relation to timing and training.

28.13 Part Time Assignments

A part-time teacher shall arrange to meet with their Principal to mutually agree on which PA days will be part of the teacher's schedule prior to the first PA day which applies to them.

ARTICLE XXIX – COMMITTEES

29.01 Trustee-Teacher Relations Committee

A Trustee-Teacher Relations Committee shall be established in the first month of the contract year. It shall meet up to three (3) times per year, at the written request of either party.

(a) Purpose

The purpose of the committee is to provide a forum for the discussion of topics of interest to either party, which are not in dispute, in order to promote the best possible relations between the board and its staff.

Recommendations from the Trustee-Teacher Relations Committee may be referred to the board and/or to the Elementary Union for appropriate action.

(b) Composition of Trustee-Teacher Committee

- (i) The Committee shall consist of:

- one or more Trustees appointed by the Board Chairperson;
 - one member of the Administrative Council appointed by the Director of Education;
 - two elementary school administrators appointed by Administrative Council;
 - four members of the Union appointed by the Union.
- (ii) Additional members, as a resource, may be co-opted to the Committee by either the board representatives or the Union representatives.

29.02 Working Conditions Committee

(a) Purpose

A Working Conditions Committee shall be established for the elementary panel to gather, compile, validate data and report to the board and to the Union with respect to staffing, workload, class size, preparation time and Teacher working conditions. The Committee may make recommendations concerning these matters to the board and/or the Union.

(b) Composition of Working Conditions Committee

The Committee shall consist of:

- two members of Administrative Council;
- two elementary school administrators;
- two representatives of the Union.

(c) Meetings

- (i) The Working Conditions Committee shall meet a minimum of two (2) times per year and shall be designated in October and April.
- (ii) The Working Conditions Committee will have available to it the school organization charts and the updated staffing charts for each school in each area.
- (iii) The Working Conditions Committee will review the data for each school and identify all classes which may require special consideration (e.g. number of integrated exceptional students) and will make recommendations to the board.
- (iv) Notwithstanding (i), meetings of the Working Conditions Committee may be called through the Superintendent of Human Resource Services at the request of either party to the Collective Agreement.

29.03 In-School Staffing Committee

- (a) An In-School Staffing Committee shall be established in every school or workplace.
- (b) The In-School Staffing Committee shall be composed of:
two Teachers elected by the school staff;

the ETFO Steward;
at least one school administrator.

- (c) The In-School Staffing Committee shall meet at reasonable intervals at the request of either the school administrator or the ETFO Steward.
- (d) The responsibilities of the In-School Staffing Committee shall be as follows:
 - (i) to be consulted regarding Article 10.02 A (b);
 - (ii) to review the distribution of assigned duties;
 - (iii) to provide input into the organization of the school timetable;
 - (iv) to assist in the development of schedules of supervision duties;
 - (v) to review the school's basic budget;
 - (vi) to review the distribution of students to regular classes;
 - (vii) to review the distribution of tentative teaching assignments.

It is understood, that the In-School Staffing Committee shall not share any information regarding teacher placements until such time that the principal shared this information with impacted teacher(s) directly.

The Union will provide, by October 15th, a list of In-School Staffing Committee members, sorted by school.

- (e) The role of the In-School Staffing Committee is advisory only and nothing in this Article restricts the Principal's right to manage the school.

ARTICLE XXX – PROFESSIONAL DEVELOPMENT FUNDS

30.01 Allocation of Funds

- (a) Effective September 1st, 1998, the board agrees to provide the following allocation of funds for the professional development of its staff:

Teachers	\$90.80/F.T.E. Teacher
County P.D.	\$ 1.36/F.T.E. Union Member
- (b) The board agrees to deposit the funds listed above into an account as directed by the Union no later than October 15th of each school year.
- (c) The Union agrees to use the above funds for the sole purpose of professional development of its members and agrees to provide the board upon request with annual financial reports showing how the money was spent.

ARTICLE XXXI – INTERNAL EXCHANGE PROGRAM

31.01 Internal Exchange Program

The board may allow Teacher exchanges between panels, for a maximum of two years, provided that the Principals of the schools involved approve the exchange.

Terms and Conditions:

- (a) Requests for exchange must be initiated by the Teachers concerned by April 1st. Once the Principals agree to the exchange, the exchange request must be submitted to the Superintendent(s) of Schools involved for approval. Final approval shall be given by April 30th.
- (b) Exchanges will be for one year but may be extended to two years if all parties agree by April 30th of the first year of the exchange.
- (c) For the purposes of Article 10, the Teachers shall be considered as members of the staffs of the schools from which they came.
- (d) Exchange will not affect basic salary, benefits, or seniority.
- (e) If a Teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the Teacher(s) assuming the position(s) of responsibility.
- (f) In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the board.

ARTICLE XXXII – MEDICAL PROCEDURES

32.01 Medical Procedures

The board shall not require any Teacher to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury, disease or negligence.

It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE XXXIII – CORRESPONDENCE

33.01 Correspondence

All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Superintendent of Human Resource Services or designate and to and from the President of the Union or designate.

33.02 The board will provide an electronic searchable copy of the Collective Agreement which will be housed on the board's staff website. A searchable Adobe PDF version will be provided to the union.

33.03 By October 15th, of each school year the in school staffing committee shall provide the Union with their school's planning time and supervision schedules.

ARTICLE XXXIV – TIME FOR TRAVELLING

34.01 Time for Travelling

A Teacher who is assigned duties at two (2) or more locations on the same day shall be paid kilometrage at the board's current rate and shall be provided with adequate time to travel between the locations.

34.02 When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.

34.03 Teachers who are required by the board to travel to any location other than their own worksite shall be paid kilometrage at the board's current rate.

ARTICLE XXXV – HOURS OF WORK FOR RECORD OF EMPLOYMENT

35.01 Hours of Work for Record of Employment

For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Teachers shall be deemed to have worked eight (8) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE XXXVI – CRIMINAL BACKGROUND CHECKS

36.01 Criminal Background Checks

The board agrees to ensure that all personal information related to offence declarations and criminal background checks will be maintained in a confidential manner and released only as required by legislation.

36.02 A Teacher may request the presence of Union representation during an interview to discuss the contents of an offence declaration or criminal background check.

36.03 The board shall consult with the Union prior to making a change in the procedures governing offence declarations.

ARTICLE XXXVII – SIGNATURES

37.01 Signatures

In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

For SCDSB

For ETFO

Iain McMeekin

Sabrina Sawyer

Sam Morgan

Michelle Leonard

For SCETF

Susan Sidlofsky

Donnie Mills

Angela Pino

Jennifer Klaassen

Terri McCloskey

Jason Durance

Holly Landry

Amy Stepanek

Shannon Edgar

Krista Haidner

Nathan Klaassen

Barb Briand

Tanya Hlland

MEMORANDUM OF AGREEMENT
BETWEEN:
THE SIMCOE COUNTY ELEMENTARY TEACHERS' FEDERATION
(the "Federation")
-and-
THE SIMCOE COUNTY DISTRICT SCHOOL BOARD
(the "Board")

WHEREAS the Federation and the Board have entered into a Collective Agreement; and

WHEREAS Article 10.02 D County Positions, Article 10.03 Rights of Recall for School Surplus Teachers, Article 24.03 Return from Federation Leave, and Article 25.02 Teachers on Secondment within the Board, utilize Appendix B – School Staffing Areas in the Collective Agreement as part of their implementation; and

WHEREAS the Board has suggested a modification to Appendix B on a go-forward basis; and

WHEREAS the Parties wish to address implementation issues for the revised Appendix B,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Teachers, who have informed the Superintendent of Human Resources, by completing the online form to exercise their right of recall, as per 10.03, for school surplus prior to ratification shall utilize the Areas identified in Appendix B in the 2014-2017 Collective Agreement;
2. Teachers, who have informed the Superintendent of Human Resources in writing of their intent to exercise their right of recall for school surplus after ratification shall utilize the Areas identified in Appendix B as modified by the Parties;
3. Teachers in County Positions identified in 10.02 D shall utilize the Areas in Appendix B as Appendix B existed when the Teacher started or starts in their County role;
4. Teachers on a secondment within the board identified in 25.02 shall make a determination as to whether they utilize the Areas identified in Appendix B when they were first released or the areas identified in Appendix B as modified by the Parties;
5. Teachers on a Federation Leave identified in 24.03 shall make a determination as to whether they utilize the Areas identified in Appendix B when they were first released or the areas identified in Appendix B as modified by the Parties; and
6. The Parties agree that future changes to Appendix B may only be confirmed after discussion with the Parties. It is further agreed that no Teacher shall be negatively impacted by a revision to Appendix B.

For the Board

Digitally signed by
Iain McMeekin
Date: 2021.02.22
15:04:27 -05'00

For SCETF

Digitally signed by
Janet Bigham
Date: 2021.02.23
10:38:59 -05'00

LETTER OF UNDERSTANDING #1

BETWEEN

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO) / SIMCOE COUNTY
ELEMENTARY TEACHERS' FEDERATION**

Report Card Writing Committee

The board and the Union agree to continue with a report card writing committee and the use of writing teams to update and maintain as needed, a district level comment bank that may be used by elementary teachers to supplement their report card comments.

Each party will be responsible for the release time for their members.

The roles, responsibilities, membership, and timelines of this committee will be agreed upon mutually between the Union and the board.

This Letter of Understanding will remain in effect for the term of this Collective Agreement and may be renewed by mutual agreement.

For SCDSB

For SCETF

Iain McMeekin

Donnie Mills

LETTER OF UNDERSTANDING #2

BETWEEN

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO) / SIMCOE COUNTY
ELEMENTARY TEACHERS' FEDERATION**

Turn-Around Transition Support Committee

The following Letter of Understanding is intended to provide direction to the Parties on forming a Joint SCDSB – SCETF Turn-Around Transition Support Committee. This Letter of Understanding is subject to ratification by the respective Parties.

1. The Joint SCDSB-SCETF Turn-Around Transition Support Committee shall be composed of:
 - a) three (3) members representing the Board administration including one Superintendent, and
 - b) three (3) members of SCETF as determined by the Bargaining Unit
 - c) Additional members, as resource, may be co-opted to the Committee by any of the parties involved.
2. The Joint SCDSB-SCETF Turn-Around Transition Support Committee shall meet on a jointly agreed schedule, no less than two (2) times in designing this trial within the 2023-24 school year to establish the parameters for the September 2024-25 school year.
3. Each party will be responsible for the release time for their members.
- 4.
5. The Turn-Around Transition Support Committee shall determine their duties by mutual agreement.
6. This Letter of Understanding shall be attached to the 2022-2026 Collective Agreement.
7. This Letter of Understanding will remain in effect for the 2024-25 school year and may be renewed by mutual agreement upon conclusion of the trial period.

For SCDSB

For SCETF

Iain McMeekin

Donnie Mills

LETTER OF UNDERSTANDING #3

BETWEEN

THE SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO (ETFO) / SIMCOE COUNTY
ELEMENTARY TEACHERS' FEDERATION**

Meetings Pertaining to Students

At the request of the Teacher, and where possible, the administration will endeavour to accommodate attendance at student information meetings held during the instructional day.

This Letter of Understanding will remain in effect for the term of this Collective Agreement and may be renewed by mutual agreement.

For SCDSB

For SCETF

Iain McMeekin

Donnie Mills

**APPENDIX A – SALARY GRID POSITIONS EFFECTIVE
SEPTEMBER 1, 2022 TO AUGUST 31, 2026**

(a) Effective September 1, 2022 (3 % increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	50302	54507	56571	61659	64867
1	52948	57151	59614	65174	68715
2	55190	59510	62228	68267	72141
3	58239	62726	65688	72205	76415
4	61279	65936	69155	76143	80684
5	64320	69179	72617	80081	84959
6	67366	72360	76079	84023	89233
7	70412	75573	79545	87963	93505
8	73464	78784	83010	91900	97780
9	76497	81997	86474	95840	102054
10	79540	85210	89937	99780	106322
11	83676	88424	93400	103720	110597
11U	88424				

(b) Effective September 1, 2023 (3 % increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	51811	56142	58268	63509	66813
1	54536	58866	61402	67129	70776
2	56846	61295	64095	70315	74305
3	59986	64608	67659	74371	78707
4	63117	67914	71230	78427	83105
5	66250	71254	74796	82483	87508
6	69387	74531	78361	86544	91910
7	72524	77840	91931	90602	96310
8	75668	81148	85500	94657	100713
9	78792	84457	89068	98715	105116
10	81926	87766	92635	102773	109512
11	86186	91077	96202	106832	113915
11U	91077				

(c) Effective September 1, 2024 (2.75 % increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	53236	57686	59870	65255	68650
1	56036	60485	63091	68975	72722
2	58409	62981	65858	72249	76348
3	61636	66385	69520	76416	80871
4	64853	69782	73189	80584	85390
5	68072	73213	76853	84751	89914
6	71295	76581	80516	88924	94438
7	74518	79981	84184	93094	98959
8	77749	83380	87851	97260	103483
9	80959	86780	91517	101430	108007
10	84179	90180	95182	105599	112524
11	88556	93582	98848	109770	117048
11U	93582				

(d) Effective September 1, 2025 (2.5 % increase)

Year	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	54567	59128	61367	66886	70366
1	57437	61997	64668	70699	74540
2	59869	64556	67504	74055	78257
3	63177	68045	71258	78326	82893
4	66474	71527	75019	82599	87525
5	69774	75043	78774	86870	92162
6	73077	78496	82529	91147	96799
7	76381	81981	86289	95421	101433
8	79693	85465	90047	99692	106070
9	82938	88950	93805	103966	110707
10	86283	92435	97562	108239	115337
11	90770	95922	101319	112514	119974
11U	95922				

APPENDIX B – SCHOOL STAFFING AREAS SIMCOE

COUNTY DISTRICT SCHOOL BOARD

Area A	Area B	Area C
<p>Bayview P.S. Codrington P.S. Forest Hill P.S. Guthrie P.S. James Keating E.S. Johnson Street P.S. Maple Grove P.S. Mundy's Bay P.S. Shanty Bay P.S. Steele Street P.S. Tay Shores P.S. Terry Fox E.S. W.R Best Memorial P.S. Bayview P.S.</p>	<p>Brechin P.S. Coldwater/Moonstone P.S. Couchiching Heights P.S. East Oro P.S. Elmvale 7&8 Harriett Todd P.S. Hillsdale E.S. Huron Centennial E.S. Lions Oval P.S. Marchmont P.S. Orchard Park P.S. Rama Central P.S. Regent Park P.S. Severn Shores P.S. Uptergrove P.S. Warminster P.S. Wyevale Central P.S.</p>	<p>Alcona Glen E.S. Algonquin Ridge E.S. Allandale Heights P.S. Assikinack P.S. Goodfellow P.S. Hewitt's Creek P.S. Hyde Park P.S. Innisfil Central P.S. Killarney Beach P.S. Lake Simcoe P.S. Mapleview Heights P.S. Sunnybrae P.S. Warnica P.S. Willow Landing</p>
Area D	Area E	Area F
<p>Andrew Hunter E.S. Ardagh Bluffs P.S. Cundles Heights P.S. Emma King E.S. Ferndale Woods E.S. Hillcrest P.S. Holly Meadows E.S. Minesing Central P.S. Oakley Park P.S. Portage View P.S. Trillium Woods E.S. W.C. Little E.S. West Bayfield E.S.</p>	<p>Adjala Central P.S. Alliston Union P.S. Boyne River P.S. Chris Hadfield P.S. Cookstown Central P.S. Ernest Cumberland E.S. Fieldcrest E.S. Fred C Cook E.S. Harvest Hills P.S. Hon. Earl Rowe P.S. Marshview P.S. Sir William Osler P.S. Tecumseth Beeton E.S. Tecumseth South Central P.S. Tosorontio Central P.S. Tottenham P.S. W.H. Day E.S.</p>	<p>Admiral Collingwood E.S. Angus Morrison E.S. Baxter Central P.S. Birchview Dunes E.S. Byng P.S. Cameron Street P.S. Clearview Meadows E.S. Connaught P.S. Mountain View E.S. New Lowell P.S. Nottawa E.S. Nottawasaga & Creemore P.S. Pine River E.S. Stayner 7&8 Wasaga Beach P.S. Worsley E.S.</p>

APPENDIX C – RESPONSIBILITY ALLOWANCES

EFFECTIVE SEPTEMBER 1, 2022 TO AUGUST 31, 2026

Effective September 1, 2022, all salary grid positions will be adjusted according to the following schedule. In addition to the Basic Teacher’s salary rate the following responsibility allowances shall be paid:

A. Teacher-In-Charge

A Teacher-In-charge who is assigned for a period of 3 or more consecutive hours in any one school day will receive an allowance of;

- \$28.11 effective September 1, 2022
- \$28.11 effective September 1, 2023
- \$28.11 effective September 1, 2024
- \$28.11 effective September 1, 2025

B. Principals’ Assistants

The Principal’s Assistant allowance is based upon the size of the school staff: FTE

<u>Teachers</u>	<u>September 1, 2022</u>
1 – 5.9 FTE Teachers	\$ 695
6.0 or more FTE Teachers	\$1588
	<u>September 1, 2023</u>
1 – 5.9 FTE Teachers	\$ 695
6.0 or more FTE Teachers	\$1588
	<u>September 1, 2024</u>
1 – 5.9 FTE Teachers	\$ 695
6.0 or more FTE Teachers	\$1588
	<u>September 1, 2025</u>
1 – 5.9 FTE Teachers	\$ 695
6.0 or more FTE Teachers	\$1588

C. Consultants

- \$8388 effective September 1, 2022
- \$8388 effective September 1, 2023
- \$8388 effective September 1, 2024
- \$8388 effective September 1, 2025